

PETER C. ANDERSON
United States Trustee
Kenneth M. Miskin (SBN 349167)
Assistant United States Trustee
Queenie K. Ng (SBN 223803)
Leslie Skorheim (SBN 293596)
Attorney for the U.S. Trustee
Ronald Reagan Federal Building
411 West Fourth Street, Suite 7160
Santa Ana, CA 92701-8000
Tel: (714) 338-3405
Fax: (714) 338-3421
Email: kenneth.m.miskin@usdoj.gov

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

**THE LITIGATION PRACTICE
GROUP, P.C.,**

Debtor.

Case Number 8:23-bk-10571-SC

Chapter 11

**UNITED STATES TRUSTEE'S
OPPOSITION TO NOTICE OF
MOTION AND MOTION OF
TRUSTEE RICHARD A. MARSHACK
FOR ENTRY OF AN ORDER (A)
APPROVING SALE, SUBJECT TO
OVERBID, OF ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS
PURSUANT TO 11 U.S.C. § 363(b)
AND (B) APPROVING ASSUMPTION
AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND OTHER
AGREEMENTS**

DATE: July 21, 2023
TIME: 10:00 a.m.
CTRM: 5C – In Person & Virtual
411 W. 4th Street
Santa Ana, CA 92701

**TO THE HONORABLE SCOTT CLARKSON, UNITED STATES
BANKRUPTCY JUDGE, DEBTOR, DEBTOR'S COUNSEL, CHAPTER 11
TRUSTEE, AND ALL PARTIES IN INTEREST:**

Table of Contents

I. INTRODUCTION	1
II. STATEMENT OF FACTS	2
III. PRIOR PLEADINGS FILED BY U.S. TRUSTEE ARE HEREBY INCORPORATED BY REFERENCE TO SUPPORT THIS OPPOSITION.....	4
A. CONVERSION MOTION.....	5
B. RULE 9019 OPPOSITION	6
C. RESPONSE BRIEF	7
IV. ARGUMENT.....	10
A. THE TRUSTEE HAS FAILED TO MEET HIS BURDEN UNDER SECTION 363 OF THE BANKRUPTCY CODE	10
i. The Trustee has Failed to Provide Adequate Notice of the Sale.....	11
ii. Trustee has Failed to Show that a Sound Business Purpose Exists	12
iii. The Trustee has Failed to Show that the Purchase Price Will Benefit the Estate.....	14
iv. The Trustee has Failed to Show that the Sale is Beneficial to Consumers.	15
v. The Deficiency in the Opt-Out Plan.	17
vi. Consumers Cannot Consent to a New Contract by their Silence and Should Be Required to Affirmatively Opt In to the Sale.	18
vii. The Trustee’s Proposed Consumer Protections are Inadequate.....	21
a. <i>Court Appointed Monitor</i>	21
b. <i>Compliance with other State Bar Rules</i>	23
c. <i>Modified Purchase Agreement still violates the TSR</i>	23
B. CLG IS NOT A GOOD FAITH PURCHASER UNDER 11 U.S.C. § 363(m)	23
C. Trustee’s Comments about PGX Holdings, Inc. are Irrelevant.	25
V. CONCLUSION.....	26

TABLE OF AUTHORITIES

Page(s)

Cases

<i>In re 240 N. Brand Partners, Ltd.,</i> 200 B.R. 653 (B.A.P. 9th Cir. 996).....	10
<i>In re Ariz. Heart Inst. Inc.,</i> 2010 Bankr. LEXIS 5841 (Bankr. D. Ariz. 2010).....	22
<i>Bird, Marella, Boxer & Wolpert v. Superior Ct.,</i> 106 Cal App.4th 419 (2003)	9
<i>Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),</i> 722 F.2d 1063 (2nd Cir. 1983).....	11, 13
<i>In re Continental Air Lines, Inc.,</i> 780 F.2d 1223 (5th Cir. 1986)	12
<i>In re Emerge Energy Services LP,</i> No. 19-11563, 2019 WL 7634308 (Bankr. D. Del. Dec. 5, 2019)	19
<i>Kolani v. Gluska,</i> 64 Cal.App.4th 402 (1998)	7, 8
<i>Lewis & Queen v. N.M. Ball Sons,</i> 48 Cal. 2d 141 (1957)	8
<i>In re Lowenschuss,</i> 67 F.3d 1394 (9th Cir. 1995)	18
<i>In re M Capital Corp.,</i> 290 B.R. 743 (9th Cir. BAP 2003).....	24
<i>Mann v. Gullickson,</i> 2016 WL 6473215	8, 17
<i>Meekins v. Lakeview Loan Servicing, LLC,</i> 2020 WL 1922765 (E.D. Va. Apr. 21, 2020)	19
<i>Patterson v. Mahwah Bergen Retail Grp., Inc. (In re Ascena),</i> 636 B.R. 641 (E.D. Va. 2022).....	19, 20

<i>In re PGX Holdings, Inc.,</i> Case No. 23-10718 (Bankr. D. Del.)	2
<i>Rivera-Colon v. AT&T Mobility Puerto Rico, Inc.,</i> 913 F.3d 200 (1st Cir. 2019).....	19
<i>Sender v. Simon,</i> 84 F.3d 1299 (10th Cir. 1996)	8
<i>In re Slates,</i> 2012 WL 5359489 (B.A.P. 9th Cir. Oct. 31, 2012).....	10, 11
<i>In re SunEdison, Inc.,</i> 576 B.R. 453 (Bankr. S.D.N.Y. 2017).....	18, 19
<i>In re Titusville Country Club,</i> 128 B.R. 396 (Bankr. W.D. Pa. 1991)	11
<i>In re Walter,</i> 83 B.R. 14 (B.A.P. 9th Cir. 1988).....	11, 13
<i>Wong v. Tenneco, Inc.,</i> 39 Cal. 3d 126 (1985)	8
<i>Yvanova v. New Century Mortg. Corp.,</i> 62 Cal. 4th 919 (2016)	8
Statutes	
11 U.S.C. § 363(b)	i, 1
11 U.S.C. § 363(b)(1).....	10, 13
11 U.S.C. § 363(m)	2, 10, 23, 25
11 U.S.C. § 1112(b)	2
15 U.S.C. § 1679(b)	5
15 U.S.C. § 1679e	5
California Business and Professions Code § 17200	5

Other Authorities

16 C.F.R. § 310.4	7
16 C.F.R. § 310.4(a)(5)(i)(A)-(E)	18
16 C.F.R. § 310.4(a)(s).....	5
California Rule of Professional Conduct 1.5	5, 9
California Rule of Professional Conduct 5.3.1	9
California Rule of Professional Conduct 5.4	5, 9
California Rules of Professional Conduct Rule 8.4	2
California State Bar Rule1.17	2, 11, 12, 23
Federal Rule of Civil Procedure 30(b)(6)	24
Rest.2d Contracts, § 7	8
Restatement (Second) of Contracts § 69(1)(b)	20

1 The United States Trustee (hereinafter “U.S. Trustee”) files this opposition
2 (“Opposition”) to the Chapter 11 Trustee’s Notice of Motion and Motion for Entry of an
3 Order (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of All Liens,
4 Claims, Encumbrances, and Interests Pursuant to 11 U.S.C. § 363(b) and (B) Approving
5 Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and
6 Other Agreements (“Sale Motion”), filed as Bankruptcy Docket Number 191. Through the
7 Sale Motion, the Chapter 11 Trustee (“Trustee”) seeks an order approving the sale of
8 substantially all of the assets of LPG and the assumption and assignment of certain
9 executory consumer contracts to Consumer Legal Group, P.C. (“CLG”) pursuant to the
10 Asset Purchase Agreement (“APA”). The U.S. Trustee opposes the Sale Motion for the
11 reasons set forth below.

12 I. INTRODUCTION

13 The Trustee asserts that LPG’s business must be sold because stopping LPG’s
14 activities would be harmful to the consumers. To the contrary, preventing the sale of the
15 consumers’ accounts and stopping LPG’s business activities ensures that the consumers
16 suffer no further harm and places the choice of provider, the services to be purchased, and
17 the information to be shared firmly back into the consumer’s hands, where it belongs.¹ It
18 will also allow the monies that they have already paid, which are being held separately, to
19 be returned to them, thereby at least beginning to redress the harm they have already
20 suffered.

21 The Trustee, too, has not met his burden under section 363 of the Bankruptcy Code.
22 The Trustee has failed to provide reasonable and adequate notice to consumers and has
23 failed to show that a sound business purpose for the sale exists, that the purchase price is
24 adequate, and that the sale is beneficial to the estate and to the consumers.

25
26
27 ¹ Further compounding these concerns are overarching privacy considerations regarding the maintenance and
28 transfer of consumers’ sensitive financial and personal information.

1 Nevertheless, should the Court approve the sale, all consumers should be required to
2 affirmatively opt-in to the sale rather than be bound by the new agreement simply for
3 failing to respond. The Trustee has failed to explain what “opt-out means”, what needs to
4 take place, and what it means for inactive files which are not executory. In any event,
5 consent to contractual reformation cannot be established by failure to accept a
6 counterparty’s offer. The Trustee’s proposed consumer protections built into the APA are
7 also inadequate.

8 Also, CLG is not a good faith purchaser under section 363(m) of the Bankruptcy
9 Code. Among other things, CLG is alleged to have assisted the Debtor with the unethical
10 transfer of approximately 12,000 client files prior to the bankruptcy case.²
11 And finally, the Trustee’s conclusions about the PGX Holdings, Inc.³ bankruptcy case are
12 irrelevant, and in any event, the objection deadline for that sale has not even passed.

13 Accordingly, the Sale Motion should be denied to protect the integrity of the
14 bankruptcy system, all interested parties, and this Court, and for failing to meet the
15 requirements of § 363.

16 **II. STATEMENT OF FACTS**

17 The factual background of this bankruptcy case and the history of LPG, including its
18 ownership and business operations, are set forth fully in the U.S. Trustee’s Motion to
19 Convert Case to Chapter 7 Pursuant to 11 U.S.C. § 1112(b) (“Conversion Motion”) [filed
20 July 12, 2023, Bankr. Dkt. #218]. See Conversion Motion, pg. 9-23. The full statement of
21 facts in the Conversion Motion is incorporated by reference. Additional relevant facts to
22 the Sale Motion follow.

23
24
25 ² Neither the Chapter 11 Trustee nor Consumer Legal Group has produced any evidence that the 12,000 clients were
26 notified 90 days prior to the transfer of the 12,000 client files to Consumer Legal Group. California State Bar Rule
27 1.17 requires clients to receive 90 days’ notice prior to a transfer of client files. Rule 8.4 of the California Rules of
28 Professional Conduct provides that “[i]t is professional misconduct for a lawyer to . . . assist, solicit, or induce”
another lawyer to violate the ethical rules.

³ *In re PGX Holdings, Inc.*, Case No. 23-10718 (Bankr. D. Del.)

1 1. On July 6, 2023, the Trustee filed (1) a Motion for Order Approving
2 Stipulation with Phoenix Law, PC (“Phoenix 9019 Motion”) [Bankr. Dkt. #176] and (2) a
3 Motion for Order Approving Stipulation with Consumer Legal Group, PC et. al. (“CLG
4 9019 Motion”) [Bankr. Dkt. #178]. The U.S. Trustee opposed both these motions (“Rule
5 9019 Opposition”) [Bankr. Dkt. #209]. The Court heard these motions on July 11, 2023.
6 Both motions were continued to July 21, 2023, to be heard concurrently with the Sale
7 Motion.

8 2. On July 7, 2023, the Trustee filed the instant Sale Motion [Bankr Dkt. #191].
9 The Court has set a hearing on the Sale Motion for July 21, 2023. With the Sale Motion,
10 the Trustee filed his declaration that attached the APA and the Modified Legal Service
11 Agreement. *See* Declaration of Richard Marshack (“Marshack Decl.”) [Bankr. Dkt. #191-
12 1], Ex. 2 and 4, respectively.

13 3. On July 10, 2023, the Court issued an Order Requesting Additional Briefing
14 re: Sale Motion (“Order”) [Bankr. Dkt. #206]. In its order, the Court expressed deep
15 concern over the legality and propriety of the operation of the Debtor’s business. It
16 requested, among other things, additional briefing with respect to the authority and ability
17 of the Court to permit the sale under section 363 with an emphasis on the public policy
18 concerns of “allowing a business utilizing questionable legal operations back into
19 commerce without further restrictions and controls.” *See* Order [Bankr. Dkt. #206].

20 4. In response to the Order, the U.S. Trustee filed his Response to the Order
21 Requesting Additional Briefing re: Sale Motion (“Response Brief”) [Bankr. Dkt. #259]
22 (filed July 17, 2023).

23 5. On July 12, 2023, the U.S. Trustee filed his Conversion Motion [Bankr. Dkt.
24 #218], which is set for hearing for August 10, 2023.⁴

25
26
27 ⁴ To correct an error in filing, the U.S. Trustee refiled his Conversion Motion on July 13, 2023 [Bankr. Dkt. #232].
28 The pleading filed as Bankr. Dkt. #218 is identical to that filed as Bankr. Dkt. #232. Thus, the U.S. Trustee refers to
 Bankr. Dkt. #218 as the operative pleading.

1 6. On July 12, 2023, this Court entered an Order Directing the Appointment of a
2 Consumer Privacy Ombudsman and Requiring Notice (the “PCO Order”) [Bankr. Dkt.
3 #226]. In the PCO Order, the Court directed the U.S. Trustee to appoint a consumer
4 privacy ombudsman and provide timely notice of the Sale Motion to the appointed
5 ombudsman. The U.S. Trustee appointed Lucy Thompson [Bankr Dkt. 251].

6 7. On July 17, 2023, the Court entered the Order Approving the Appointment of
7 Lucy L. Thomson as the Consumer Privacy Ombudsman (“CPO”). [Bankr. Dkt. 253].

8 8. On July 17, 2023, the U.S. Trustee filed a Notice of Compliance of Court’s
9 Order Directing the Appointment of a Consumer Privacy Ombudsman and Requiring
10 Notice [Bankr. Dkt. #255].

11 **III. PRIOR PLEADINGS FILED BY U.S. TRUSTEE ARE HEREBY**
12 **INCORPORATED BY REFERENCE TO SUPPORT THIS OPPOSITION**

13 The U.S. Trustee has analyzed and briefed most of the issues supporting denial of
14 this Sale Motion in the pleadings and briefs already filed: (1) Conversion Motion [Bankr.
15 Dkt. #218]; (2) Rule 9019 Opposition [Bankr. Dkt. # 209]; and (3) Response Brief [Bankr.
16 Dkt. #259]. The Conversion Motion, Rule 9019 Opposition, and Response Brief are
17 incorporated by reference.

18 The U.S. Trustee has also received letters from the Consumer Financial Protection
19 Bureau (“CFPB”), the California Department of Financial Protection and Innovation
20 (“DFPI”), the Office of the Attorney General for the Commonwealth of Pennsylvania
21 (“PA-AG”), and the Office of the Attorney General for New York (“NY-AG”) raising
22 concerns about LPG’s operation and the sale. True and accurate copies of the letters from
23 CFPB, DFPI, PA-AG, and NY-AG are attached to the Response Brief as Exhibits “A”
24 through “D,” respectively, and are incorporated by reference.⁵ Below is a summary of the
25 prior pleadings filed by the U.S. Trustee and the arguments raised therein.

26
27 ⁵ The U.S. Trustee attached these letters to its Response Brief to ensure transparency and in the interest of full
28 disclosure.

A. CONVERSION MOTION

The U.S. Trustee's Conversion Motion [Bankr. Dkt. 218] explains why the Trustee should stop operating LPG's illegal consumer debt resolution business that was operated and controlled by a disbarred attorney. The business's income stems from the Legal Services Agreements, that were illegal and unconscionable under federal and state laws and, thus, void and unenforceable:

- The Legal Service Agreements provide for monthly fees paid to and collected by LPG prior to any services being provided to the consumer in violation of 16 C.F.R. § 310.4(a)(s) of the Telemarketing Sales Rule ("TSR").
- The Legal Service Agreements provide for LPG to charge and receive money for removing debts from consumer's credit reports before such services were fully performed in violation of 15 U.S.C. § 1679(b) of the Credit Repair Organization Act ("CROA").
- The Legal Service Agreements do not contain written disclosures informing consumers of their rights under the Fair Credit Reporting Act and the CROA in violation of 15 U.S.C. § 1679c(a)-(b) of the CROA.
- The statement in the Legal Service Agreements regarding cancellation rights is deficient from that required by CROA, and it is not bold and conspicuous, in violation of 15 U.S.C. § 1679e.
- The fees paid pursuant to the Legal Service Agreements are unconscionable under California law and the California State Bar Rules of Professional Conduct.
- The Legal Service Agreements violate TSR and CROA, thereby also creating a violation of California Business and Professions Code § 17200.
- LPG fails to comply with several California State Bar Rules of Professional Conduct, including but not limited to, Rule. 1.5 (illegal or unconscionable fees) and Rule 5.4 (illegal fee sharing).

1 *See* Conversion Motion, pg. 23-24, 27-28, 31.⁶

2 The Court should not countenance the use of chapter 11 to operate nor sell an illegal
3 debt validation scam. Rather, conversion to chapter 7 would immediately stop the harm
4 caused by the continued operations of LPG's business and allow a chapter 7 trustee to
5 begin the process of redressing the harm to consumers by returning the funds they have
6 already paid. Shutting down LPG and converting this case to chapter 7 is in the best
7 interest of the estate and, most importantly, consumers. *See* Conversion Motion, pg. 35.

8 **B. RULE 9019 OPPOSITION**

9 In the Rule 9019 Opposition [Bankr. Dkt. #209], the U.S. Trustee contends that
10 consumers were not provided reasonable and adequate notice of the settlements as required
11 by FRBP 2002. *See* Rule 9019 Opposition, pg. 12-14. The Trustee also failed to offer any
12 evidence proving the critical elements necessary for approval of the settlements under
13 FRBP 9019, including, among other things, failing to show that he made an informed
14 judgment after diligent investigation to determine that the compromise is fair and equitable
15 and in the best interest of the estate.⁷

16 Moreover, the proposed settlement with CLG is essentially a de facto sale of LPG's
17 assets and, as such, the Trustee failed to show that a sound business purpose exists under §
18 363 of the Bankruptcy Code. In this respect:

21 ⁶ Similarly, the Office of Enforcement ran a search on Consumer Sentinel for complaints concerning LPG on June
22 13, 2023. The search yielded 811 results, and the Office of Enforcement has anonymized a sample of 500 of the
23 complaints (attached as Exhibit "1" to the CFPB Letter). *See* CFPB Letter, Ex. A to Response Brief, at pg. 4.
24 According to the CFPB, the "consumers describe LPG charging advance fees for debt 'invalidation' and settlement
25 of debts but failing to provide promised services." *Id.* at pg. 3. Further, "[n]umerous other consumers have alleged
26 that LPG took upfront fees for debt relief without providing any services. Some consumers asserted that LPG failed
to provide promised legal representation and allowed creditors to take judgments against them. Other claims that
LPG took unauthorized ACH draws and has been non-responsive to requests to cancel those draws. Notably
consumers reported that LPG sold its services through telemarketing calls; the complaints do not suggest that LPG
completed these sales after bona fide face-to-face sale meetings." *Id.* at pg. 5.

27 ⁷ As evidenced by the declarations submitted by Carolyn Beech and Diane Scarnavack filed in support of their
28 Objections to the settlement with CLG ("Beech Opposition"), some consumers do not support the settlement. *See*
Bankr. Dkt. #185 (filed July 7, 2023).

- Adequate and reasonable notice was not provided to consumers even though the “consumer clients ... and all creditors including consumer creditors” are affected by the relief requested.
- The LPG Legal Services Agreements are illegal and unconscionable under various federal and state laws. Thus, they are void and unenforceable and cannot be sold or transferred to CLG.
- The Trustee cannot reform illegal, void, and unenforceable contracts. *See Kolani v. Gluska*, 64 Cal.App.4th 402, 407 (1998) (“courts reform contracts only where the parties have made a mistake and not for the purpose of saving an illegal contract. Illegal contracts are void.”).
- As part of the settlement, CLG agreed to abide by the TSA and CROA, but the Trustee does not specify or provide any evidence as to how CLG would comply with the TSA, CROA, or other applicable law.

See Rule 9019 Opposition, pg. 21-28.

The TSR, 16 C.F.R. § 310.4 shows that the ACH funds pulled by the Trustee belong to the consumers and cannot be transferred to the estate through settlement. *See* Rule 9019 Opposition, pg. 28-30. And finally, in his request to appoint a consumer privacy ombudsman, the U.S. Trustee emphasized LPG’s privacy policy regarding the consumers’ personally identifiable information (“PII”) and how LPG assured its consumers that it would take “appropriate security measures to prevent the authorized access, disclosure, modification, or unauthorized destruction of the personal data.” *See* Rule 9019 Opposition, pg. 30-32.

C. RESPONSE BRIEF

In his Response Brief [Bankr. Dkt. #259], the U.S. Trustee highlights all the deficiencies in the notice of the sale provided to consumer clients. *See* Response Brief, pg. 12-13. But, most importantly, the Response Brief cites extensive authority barring the reformation of illegal and unconscionable contracts:

- As a court of equity, this Court cannot aid in enforcing an agreement that was fraudulently procured in furtherance of an illegal purpose. *See Sender v. Simon*, 84 F.3d 1299, 1307 (10th Cir. 1996) (courts generally will not enforce an illegal contract based upon “the elementary principle that one who has himself participated in a violation of law cannot be permitted to assert in a court of justice any right founded upon or growing out of the illegal transaction.”).
- Courts have opined that “one of the principles courts apply in deciding whether an illegal contract can be enforced is whether a party calls on a court to order another party to carry out an illegal object.” *Mann v. Gullickson*, 2016 WL 6473215 at *6 (N.D. Cal. Nov. 2, 2016 (citing *Kashani v. Tsann Kuen China Enter. Co.*, 118 Cal. App. 4th 531, 543 (2004))); *see also Wong v. Tenneco, Inc.*, 39 Cal. 3d 126, 135 (1985); *Lewis & Queen v. N.M. Ball Sons*, 48 Cal. 2d 141, 150 (1957) (“[T]he courts generally will not enforce an illegal bargain or lend their assistance to a party who seeks compensation for an illegal act.”).
- As explained by the California Supreme Court, a “void contract is without legal effect. (Rest.2d Contracts, § 7, com. a.) It binds no one and is a mere nullity. Such a contract has no existence whatever. It has no legal entity for any purpose and neither action nor inaction of a party to it can validate it....” *Yvanova v. New Century Mortg. Corp.*, 62 Cal. 4th 919, 929 (2016) (citation omitted).
- In general, “courts reform contracts only where the parties have made a mistake and not for the purpose of saving an illegal contract. Illegal contracts are void.” *Kolani*, 64 Cal. App. 4th at 407.

See Response Brief, pg. 13-18.

Here, there was no mistake between the parties at the time the Legal Service Agreements were entered — LPG and Tony Diab (the party with the superior bargaining power and who was disbarred in Nevada and California for stealing client money and forging a judge’s signature) intended to offer the illegal and unconscionable Legal Service

1 Agreements to the consumers. The Trustee cannot unilaterally change the terms of the
2 contract.

3 Similarly, in the Response Brief, the U.S. Trustee contends that the Court should not
4 reform an illegal contract for public policy reasons. *See* Response Brief, pg. 18-21. The
5 Rules of Professional Conduct “are not only ethical standards to guide the conduct of
6 members of the bar; but they also serve as an expression of public policy to protect the
7 public.” *Bird, Marella, Boxer & Wolpert v. Superior Ct.*, 106 Cal App.4th 419, 431
8 (2003). LPG has violated several California State Bar Rules of Professional Conduct,
9 including but not limited to, Rule 1.5 (illegal or unconscionable fees), Rule 5.4 (illegal fee
10 sharing), Rule 5.3.1 (unauthorized practice of law), and California Business & Professions
11 § 6125 (unauthorized practice of law). Thus, as a matter of public policy, the Legal Service
12 Agreement is unenforceable as any enforcement would require the victims of Diab’s fraud
13 and illegality to continue performing its obligations while cleansing the fraudulent and
14 illegal acts of a disbarred attorney. Further, if an illegal contract is reformed, it would
15 allow the wrongdoer to retain the benefit of the bargain, while forcing the victims
16 (consumers) to continue to perform their obligations. *See* Response Brief, pg. 18-21.

17 Notwithstanding the inability to reform the illegal consumer contracts, the U.S.
18 Trustee explains how the Modified Legal Service Agreement does not comply with
19 applicable law. *See* Response Brief, pg. 22-23. In violation of the TSR, the Modified
20 Legal Agreement still permits CLG to take advance fees for debt relief services, provides
21 for a schedule of ACH withdrawals that are earned upon receipt, and does not provide
22 consumers a refund of fees that have not been earned if they withdraw from the debt relief
23 service. *See id.*

24 Finally, the Response Brief explains that any funds the Trustee obtained in violation
25 of the TSR, CROA, and applicable laws belong to the consumers and should be returned,
26 even if the consumer contracts are reformed. *See* Response Brief, pg. 23-26.

IV. ARGUMENT

The U.S. Trustee opposes this sale because the Trustee has not met his burden under section 363 of the Bankruptcy Code and because of the reasons explained in the above pleadings. The Trustee has failed to provide reasonable and adequate notice to consumers and has failed to show that a sound business purpose exists, that the purchase price is adequate, and that the sale is beneficial to the estate's main beneficiaries, the consumers.

Nevertheless, should the Court approve the sale over the U.S. Trustee's objection, all consumers should have the ability to affirmatively opt in to the sale — rather than be bound by a failure to opt out when they have no obligation to act. Consent to contractual reformation cannot be established by failure to accept a counterparty's offer. The Trustee's proposed consumer protections built into the APA are also inadequate.

Also, CLG is not a good faith purchaser under section 363(m) because, among other things, it allegedly assisted the Debtor with the unethical transfer of approximately 12,000 client files prior to the bankruptcy case. And finally, the Trustee's conclusions about the PGX Holdings, Inc. bankruptcy case are irrelevant. Accordingly, the Sale Motion should be denied.

**A. THE TRUSTEE HAS FAILED TO MEET HIS BURDEN UNDER
SECTION 363 OF THE BANKRUPTCY CODE**

Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate ...” 11 U.S.C. § 363. Proposed sales are reviewed to determine whether they are within the best interest of the estate resulting from a fair and reasonable price, are supported by a valid business judgment, and proposed in good faith. *See In re 240 N. Brand Partners, Ltd.*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 996) (citing *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991)); *see also In re Slates*, 2012 WL 5359489, at *11 (B.A.P. 9th Cir. Oct. 31, 2012).

1 In determining whether a sale satisfies the business judgment standard, courts have
2 required that: (1) accurate and reasonable notice of the sale has been given to interested
3 persons; (2) a sound business purposes exists; (3) the sale yields an adequate price (i.e., one
4 that is fair and reasonable); and (4) the parties to the sale have acted in good faith. *In re*
5 *Titusville Country Club*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *see also In re Walter*,
6 83 B.R. 14, 19-20 (B.A.P. 9th Cir. 1988); *In re Slates*, 2012 WL 5359489, at *11; *Comm.*
7 *of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2nd Cir.
8 1983).

9 **i. The Trustee has Failed to Provide Adequate Notice of the Sale**

10 On July 13, 2023, the Trustee filed a Declaration (the “Sale Decl.”) of Christopher
11 Celentino Regarding Notice of Sale to Consumer Clients [Bankr. Dkt. # 233]. The email
12 (the “Sale Email”) (attached as Exhibit “A” to the Sale Declaration) informs the consumers
13 that they have “ninety (90) days from the date of the sale to either (1) “opt out” of further
14 representation by the new law firm, recognizing that doing so will cancel your contract for
15 services; or (2) you will be offered a new ‘cured’ contract with the new lawyers to be
16 signed by you, and to allow for services to be performed on your behalf.” Sale Decl., at p.
17 7. But the Sale Email failed to alert the consumers that, unless they affirmatively “opt out,”
18 i.e., should they do nothing in response, they will be deemed to have entered into a new
19 contract and bound by the Modified Legal Services Agreement (Marshack Decl., Ex. 4).
20 Further, the Sale Email informs consumers that they must “retain counsel” if they have an
21 objection to the proposed sale, but they do not need to have a lawyer.⁸

22 Additionally, the Trustee proposes to provide notice to the consumers pursuant to
23 California State Bar Rule 1.17. The California State Bar Rule 1.17 provides for sale of a
24 law practice, stating:

25
26 ⁸ In his Response Brief, the U.S. Trustee recommended that the Trustee include all pleadings relating to the Sale
27 Motion, including the U.S. Trustee’s Opposition, to the DropBox available for all consumers to review to ensure that
28 consumers make an informed decision. The U.S. Trustee has been informed that they have added additional
pleadings to the DropBox for consumers to access.

...

(a) If the sale contemplates the transfer of responsibility for work not yet completed or responsibility of client files . . . then:

...

(2) in all other circumstances, **not less than 90 days prior to the transfer:**

(i) the seller, or the lawyer appointed to act for the seller pursuant to Business and Professions Code section 6180.5, shall cause a written notice to be given to each client whose matter is included in the sale, stating that the interest in the law practice is being transferred to the purchaser; that the client has the right to retain other counsel; that the client may take possession of any client materials and property, as required by rule 1.16(e)(1); and that if no response is received to the notice within 90 days after it is sent, or if the client's rights would be prejudiced by a failure of the purchaser to act during that time, the purchaser may act on behalf of the client until otherwise notified by the client; and

(ii) the seller, or the lawyer appointed to act for the seller pursuant to Business and Professions Code section 6180.5, shall obtain the written consent of the client prior to the transfer. If reasonable efforts have been made to locate the client and no response to paragraph (b)(2)(i) notice received within 90 days, consent shall be presumed until otherwise notified by the client.

See California State Bar Rule 1.17 (emphasis added).

The Trustee failed to comply with California State Bar Rule 1.17 because that rule requires notice to consumers at least 90 days before the sale. *Id.* Moreover, presuming consent because no response was received within 90 days does not satisfy California State Bar Rule 1.17; that rule requires that reasonable efforts were made to locate the client. The Trustee has not provided proper notice and has not explained what reasonable efforts were taken to locate all consumers to provide them the required accurate and appropriate notice of the sale.

ii. Trustee has Failed to Show that a Sound Business Purpose Exists

The decision to sell property out of the ordinary course of a debtor's business must be based on reasonable business judgment. *In re Continental Air Lines, Inc.*, 780 F.2d

1 1223, 1226 (5th Cir. 1986); *In re Lionel Corp.*, 722 F.2d at 1070. In determining whether
2 the business purpose is justified under 11 U.S.C. § 363(b)(1), bankruptcy courts apply a
3 flexible, case-by-case approach. *See In re Walter*, 83 B.R. 14, 19 (B.A.P. 9th Cir. 1988)
4 (“the bankruptcy judge should consider all salient factors pertaining to the proceeding and,
5 accordingly, act to further the diverse interests of the debtor, creditors and equity holders,
6 alike.”) (quoting *Continental Air*, 780 F.2d at 1226). First, and foremost, there is no sound
7 business purpose in selling illegal and unconscionable contracts obtained by a disbarred
8 attorney’s fraudulent and illegal acts. The Trustee seeks to sell the accounts of the victims
9 of this fraudulent debt validation scheme and circumvent fundamental concerns relating to
10 the lawfulness of LPG’s business by obtaining approval of an expedited sale that will
11 prevent the proper notice and scrutiny contemplated by, and essential to, the equity and
12 integrity of the bankruptcy system.

13 The Trustee argues that winding down LPG “stands to potentially subject the
14 consumer clients to predatory practices of other substandard debt relief companies, illegal
15 marketing ploys, and bad actors, including but not limited to Tony Diab and his entourage
16 of alter egos.” *See Marshack Decl.*, ¶ 14. The U.S. Trustee agrees with the CFPB that the
17 Trustee’s concerns about consumers being “thrown out on the street” if a sale is not
18 approved are overblown. *See Response Brief*, Ex. A, pg. 38. Complaints submitted by
19 consumers include demands for refunds and cancellation of contracts. *Id.*, at pg. 32 (CFPB
20 Letter attaches FTC complaints); *see also* Ng. Conversion Decl., Ex. 11 (BBB
21 Complaints); Bankr. Dkt. #185 (Consumer Declarations in support of the Beech Opposition
22 to the CLG Rule 9019 Motion). Stopping LPG’s activities ensures that consumers suffer
23 no further harm and restores to consumers their absolute right to choose providers, the
24 services to be purchased, and the information to be shared. Additionally, as recognized by
25 the CFPB, the ongoing harm of potentially illegal advance fees pursuant to the Modified
26 Legal Services Agreement outweighs any risk of consumers being left without questionable
27
28

1 debt relief services. *See* Response Brief, Ex. A, pg. 38. The proposed Modified Legal
2 Services Agreement “would likely put consumers in a worse position.” *Id.*, at pg. 37.

3 **iii. The Trustee has Failed to Show that the Purchase Price Will**
4 **Benefit the Estate.**

5 The Sale Motion claims that the purchase price is approximately \$42 million. *See*
6 Sale Motion, pg. 12:6-7. But the actual sale price is linked to the number of consumer
7 contracts that are transferred to CLG (i.e., consumers that have not opted out). *See*
8 Marshack Decl., Ex. 2 (APA), § 2. The Trustee fails to discuss the impact on the sale price,
9 and whether such sale will still benefit the estate if numerous consumers opt out of the sale.
10 There is substantial evidence that LPG consumers are unhappy, requesting their contracts
11 be cancelled and unearned fees be returned to them. *See* Response Brief, Ex. A, pg. 32; Ng
12 Conversion Decl., Ex. 11 (BBB Complaints); Bankr. Dkt. #185 (consumer declarations in
13 support of the Beech Opposition to the CLG Rule 9019 Motion). In fact, by email dated
14 July 13, 2023, the Trustee notified the U.S. Trustee that Consumer Legal Group was
15 lowering the price because there are fewer client files than anticipated. It appears that the
16 number of active client files has decreased from 22,000 to approximately 14,000 (a 36%
17 decrease). Because the anticipated price is now lower, a new notice and hearing are
18 warranted.

19 But if what the Trustee says is correct, what benefit will the estate receive? And who
20 will receive this benefit? The Trustee presents no claims analysis. The Trustee fails to
21 provide a complete breakdown of what funds are coming into the estate, when these funds
22 would be received, where these funds are going, and who would be getting paid, including
23 anticipated trustee fees, professional fees, additional administrative fees from post-petition
24 funding, etc. The claims register shows secured debt of approximately \$19 million and
25 with the increasing amount of professional fees, this case may be administratively
26 insolvent, leaving nothing to be paid to unsecured creditors and consumers.

iv. The Trustee has Failed to Show that the Sale is Beneficial to Consumers.

The Trustee also fails to provide sufficient evidence showing the actual benefit consumers would receive from the sale. The Trustee claims that “[w]hen law abiding, barred attorneys operating on principles of transparency as opposed to secrecy supply these services, the consumer client can achieve their goals, emotional gratitude and a brighter financial future.” *See* Sale Motion, pg. 6:23-26. But the only evidence submitted to support this statement are declarations from affiliated attorneys of LPG. The Trustee acknowledges that of the 40,000 clients transferred to Phoenix, only 5,000 were in active litigation or received legal services from an attorney between June 2, 2023, and June 28, 2023. *See* Sale Motion, pg. 6:12-16. What benefit are the other 35,000 clients receiving?

Likewise, there is little evidence that CLG will provide adequate legal services to benefit consumers. CLG has an “F” rating on the BBB website.⁹ *See* Declaration of Jaimee Zayicek attached hereto (“Zayicek Decl.”), ¶ 6. Several consumers filed complaints with BBB against CLG alleging that it took unauthorized ACH draws and has been non-responsive to refund requests. *Id.*, at Ex. 5. For example, one consumer submitted a complaint against CLG on May 3, 2023, alleging:

On April 3, 2023[,] \$270.70 was removed from My checking account by CLG, otherwise known as Consumer Legal Group. This transaction was NOT authorized. In fact [I] have the email showing where I DECLINED to use their services. Now the company refuses to refund the money taken from my account without my consent. I have contacted the company on numerous occasions asking for the money to be refunded, but they always have a lame excuse that I did not follow cancellation procedures. How do you CANCEL a service you DECLINED from initial contact? I have the email showing where I DECLINED to sign and use their services. I have all the emails requesting a refund, and all the documentation to show I. Imported the refund policy paperwork.

⁹ *See* <https://www.bbb.org/us/ny/new-york/profile/debt-relief-services/consumer-legal-group-pc-0121-87158089>.

1 *See* Zayicek Decl., Ex. 5, pg. 12.

2 On May 2, 2023, another consumer filed a BBB complaint against CLG, alleging
3 that “[t]his company keeps withdrawing [] money from my account and I Want it to stop.
4 This company is as [*sic*] Scam. I will have to close my account.” *Id.*, at Ex. 5, pg.13.
5 There is little or no evidence showing that CLG will provide adequate legal services that
6 would benefit consumers.

7 CLG is a New York based firm that has only been operating since 2022. *See*
8 Declaration of Jason Rebhun in support of the Sale Motion (“Rebhun Declaration”), at ¶ 6
9 [Bankr. Dkt. #191-4]. CLG has “dozens of employees who are not part of CLG’s legal
10 ‘team,’ as well as four full-time attorneys (and is in the final state of hiring one more full-
11 time attorney who are expected to be on board[] by the end of July 2023), three part-time
12 attorneys, and eight paralegals.” *Id.* at ¶ 7. CLG’s website, at
13 <https://consumerlegalgroup.com/our-legal-team/>, lists only one attorney (Aryeh Weber) on
14 its legal team.

15 At Mr. Rebhun’s deposition on July 17, 2023, he testified that the pictures of the
16 individuals on the website are most likely stock photos, not real photos of real attorneys.
17 *See* Declaration of Marilyn Sorensen (“Sorensen Decl.”), Ex. 6, Transcript of Deposition of
18 Jason Rebhun (designated as the person most knowledgeable for CLG) taken on July 17,
19 2023 (“CLG Depo. Transcript”), pg. 49:1-5. Mr. Rebhun was also unable to identify the
20 officers and directors of CLG. *Id.*, at pg. 36:23-37:1. He further testified that CLG was
21 incorporated in May 2022, but he does not know how long CLG has been in business. *Id.*,
22 at pg. 34:18-20. He further testified that he did not know how many consumer clients that
23 CLG had, and he could not give an approximate number. *Id.*, at pg. 153:25-155:19.

24 The New York State Unified Court System shows that CLG has appeared in only
25 one case in New York state court, which was a landlord tenant dispute. And there were no
26 cases in New York found for the search of attorney Jason Rebhun or Aryeh Weber. *See*
27 Zayicek Decl., at ¶¶ 3-5; *see also* Response Brief, Ex. D, pg. 555 (the NY-AG also
28

1 confirms that CLG appears on behalf of a client in only one case). According to the PA-
2 AG, CLG is not even licensed to perform debt settlement in the state of Pennsylvania. *See*
3 *Response Brief*, Ex. C, pg. 550.

4 CLG's attorneys are licensed in New York and New Jersey. *See Rebhun*
5 *Declaration*, at ¶ 7. Therefore, like LPG, CLG will most likely hire local counsel to service
6 its consumer clients outside of these states, which adds another layer of costs to financially
7 struggling consumers. LPG and CLG share a similar business model, and there is no
8 assurance from the Trustee that the services provided by the local attorneys affiliated with
9 CLG will provide benefits to the consumers.

10 In determining whether to enforce illegal contracts, courts have considered the end
11 result to "avoid unjust enrichment" to a defendant and a "disproportionately harsh penalty"
12 upon the plaintiff. *Mann v. Gullickson*, 2016 WL 6473215, at *6 (N.D. Cal. Nov. 2, 2016).
13 Here, permitting the Trustee to replace the illegal consumer agreements and then sell them
14 to CLG provides no benefit to the consumers. Those likely to be paid from the sale are the
15 Trustee, his professionals, the secured creditors (who funded all the wrong-doing), and the
16 post-petition lenders (who continue to fund the wrong-doing). Consumers are not being
17 protected and will not benefit from the sale. Rather, their contracts are being sold to CLG
18 with little evidence that they will receive adequate legal services from CLG or a full refund
19 of unearned fees (as provided under LPG's Legal Service Agreement).

20 **v. The Deficiency in the Opt-Out Plan.**

21 The Trustee contemplates providing the consumers with an "opportunity to object,
22 opt-out or be excluded from the sale and assumption and assignment during the notice
23 period or thereafter if no response is received." *See Sale Motion*, pg. 13:6-8. As noted by
24 the Official Committee of Unsecured Creditors ("Committee"), however, the Sale Motion
25 and the APA contain very limited discussion of the "opt-out" procedure. There is no
26 evidence provided by the Trustee about the information this "opt-out" notice to consumers
27 will contain, who will be responsible for providing the notice, who will determine whether
28

1 a consumer has opted out and what role, if any, the buyer will have in connection with this
2 process. Any notice must adequately explain, in layman's terms, the options available to
3 consumers. This should include clear notice that consumers must affirmatively "opt out",
4 the consequences of their failure to do so, and the consequences (if any) of the failure to
5 respond at all. Additionally, the notice must clearly and adequately explain the steps a
6 consumer needs to take to effectively opt out, the consequence for failing to respond, and
7 that should they opt-out they would be entitled to a refund of any unearned fees.¹⁰

8 **vi. Consumers Cannot Consent to a New Contract by their Silence and**
9 **Should Be Required to Affirmatively Opt In to the Sale.**

10 In connection with the sale, the Trustee proposes to issue a new Legal Service
11 Agreement (i.e., the Modified Legal Service Agreement) between consumers and CLG.
12 See Marshack Decl., Ex. 4. This is not "reformation," it is "replacement." As such, the
13 Trustee needs to obtain the consumers' informed, voluntary, and affirmative consent; that
14 is, they must affirmatively opt in to any new agreement. What the Trustee postulates is
15 akin to a third-party release, *i.e.*, the imposition of a new contract with a non-debtor on
16 creditors, which is forbidden by the Ninth Circuit. See *In re Lowenschuss*, 67 F.3d 1394,
17 1401 (9th Cir. 1995) (citations omitted) ("This court has repeatedly held, without
18 exception, that "§ 524(e) precludes bankruptcy courts from discharging the liabilities of
19 non-debtors"). That is, should the sale be approved, these consumers will be bound to new
20 contracts — with non-debtors — to which they have not agreed, upending the core concept
21 of offer and acceptance in contract formation and principles of legal due process.

22 Following the basic principles of contract law, when one has no duty to act, then
23 failing to act cannot be deemed consent and cannot have the legal consequence of waiving
24 or altering any rights. The court in *SunEdison* applied principles of contract law in
25

26
27 ¹⁰ As recognized by the CFPB, the 90-day opt-out period offers no benefit to the consumers because the consumers
28 are already entitled to a refund of all fees paid and unearned. See Response Brief, Ex. A, pg. 37; see also 16 C.F.R.
§ 310.4(a)(5)(i)(A)-(E).

1 concluding that inaction or silence by nonvoting parties does not constitute consent. *See In*
2 *re SunEdison, Inc.*, 576 B.R. 453 (Bankr. S.D.N.Y. 2017). Although the court found
3 consent to a third-party release may be express or manifested by conduct, mere silence does
4 not constitute consent absent a duty to speak. *Id.*, at 458-61. “Charging all inactive
5 creditors with full knowledge of the scope and implications of the proposed third-party
6 releases and implying a ‘consent’ to the third-party releases based on the creditors’
7 inaction, is simply not realistic or fair, and would stretch the meaning of ‘consent’ beyond
8 the breaking point.” *Id.* at 461 (quoting *In re Chassix Holdings, Inc.*, 533 B.R. 64, 81
9 (Bankr. S.D.N.Y. 2015)); *see also In re Emerge Energy Services LP*, No. 19-11563, 2019
10 WL 7634308, *18 (Bankr. D. Del. Dec. 5, 2019) (finding that the “failure of a creditor or
11 equity holder to return a ballot or Opt-Out Form manifested their intent to provide a
12 release. Carelessness, inattentiveness, or mistake are three reasonable alternative
13 explanations.”).

14 Similarly, in *Ascena*, the district court on appeal rejected the Debtors’ contention that
15 failing to opt out of a release evidenced consent to that release. *See Patterson v. Mahwah*
16 *Bergen Retail Grp., Inc. (In re Ascena)*, 636 B.R. 641, 684-85 (E.D. Va. 2022). In its
17 decision, the district court analyzed basic contract law, and in doing so, found that silence
18 with no duty to act cannot show consent:

19 First, contrary to Debtors’ statement that “actual principles of contract law have long
20 provided that the manifestation of assent may be made wholly by failure to act”
21 (Appellee Br. at 65), black letter contract law dictates otherwise. *See Meekins v.*
22 *Lakeview Loan Servicing, LLC*, 2020 WL 1922765, at *4 (E.D. Va. Apr. 21, 2020)
23 (“A party’s silence, however, is insufficient to show its intention to be bound by the
24 terms of a contract.”) (quotations omitted). Indeed, in one of the cases cited by
25 Debtors for its acceptance-by-silence proposition, the First Circuit stated, “it’s basic
26 contract law that an offeror cannot unilaterally impose on another party the
27 obligation to respond and reject their offer.” *Rivera-Colon v. AT&T Mobility Puerto*
28 *Rico, Inc.*, 913 F.3d 200, 211 (1st Cir. 2019) (*citing* 1 Corbin on Contracts § 3.19
(2018) (“It should here be plainly set forth that an offeror has no power to cause the
silence of the offeree to operate as an acceptance when the offeree does not intend it

1 to do so.”); 2 Williston on Contracts § 6:50 (4th ed. 1993) (“Merely sending an
2 unsolicited offer does not impose upon the party receiving it any duty to speak or
3 deprive the party of its privilege of remaining silent *686 without accepting.”)).
4 Limited exceptions to this rule exist, such as previous dealings or when an offeror
5 gives the offeree reason to believe that silence or inaction will manifest assent, and
6 the offeree remains silent or inactive with the intent to accept the offer. Restatement
7 (Second) of Contracts § 69(1)(b). However, neither Debtors nor the Bankruptcy
8 Court identified any facts that would support the application of an exception to the
9 general rule of contracts that silence cannot manifest assent. Nor does the record
10 reveal any such facts. Indeed, the Court has already found as a matter of fact that
11 consent did not occur. Accordingly, any attempt to claim that contract law supports a
12 finding of consent to third-party releases based on inaction rings hollow.

13 *Id.* at 685-86.

14 Here, there should be no exception to the general rule of contracts. Consumers’
15 failure to opt out of the sale cannot equate to consent to the Modified Legal Service
16 Agreement with CLG. Consumers should not be assumed to acquiesce to the continuation
17 of services that many are complaining about especially when the Legal Services Agreement
18 was entered into with a law firm being controlled and operated by a disbarred attorney;
19 requiring an opt-in provision will ensure that those who understand and wish to enter into
20 new agreements can do so without being bound by an illegal contract.

21 Moreover, the Trustee has failed to describe what exactly is being sold under the
22 APA or how it will be protected. According to the Sale Motion, the sale consists of
23 “consumer client accounts” but the motion does not elaborate on what information is
24 included in each consumer client account. *See* Sale Motion, pg. 13. Does it include bank
25 account information, social security numbers, homes addresses, dates of birth, credit card
26 information and numbers, email addresses, payment history, records of encounters and
27 personal communication with consumers, demographic data, etc.? This is highly sensitive
28 data, and the Trustee has failed to show how such information will be adequately protected
in the proposed sale. The Sale Motion also provides no evidence of CLG’s capabilities and

1 intentions of protecting the privacy records and data of consumers, or that it will abide by
2 all applicable privacy laws.

3 Given both the inadequacy of consent via silence and the considerable privacy
4 concerns inherent in the proposed transaction, if the Court approves any sale in this case,
5 the consumers should be required to opt in, not opt out, to the sale of their client file to the
6 proposed purchaser. *See also* Response Brief, Ex. A, pg. 39.

7 **vii. The Trustee's Proposed Consumer Protections are Inadequate.**

8 The Trustee contends that the consumer protections built into the APA cure any
9 potential violations or concerns over consumer protection laws. *See* Marshack Decl., ¶ 12.
10 But many of these so-called consumer protections are inadequate and do not resolve the
11 infirmities in this sale described herein.

12 **a. Court Appointed Monitor**

13 The Trustee seeks to insulate this legally questionable transaction by asking the
14 Court to appoint a monitor in conjunction with the proposed sale and, in doing so, relies on
15 the case of *Purdue Pharma* as support. *See* Trustee's Add'l Brief [Bankr. Dkt. #260], pg.
16 14; *see also* Sale Motion, pg. 12-13, 17-18. The facts of that case are significantly different
17 and shed no light on the relief sought here. First, *Purdue Pharma* is a *legal* pharmaceutical
18 business that previously did *illegal* things in promoting the sale and use of opioids, to
19 which the company has agreed to plead guilty. Here, in contrast, the debtor's entire
20 business model itself is likely illegal. Second, the court in *Purdue Pharma* entered an
21 injunction against *Purdue Pharma* and its beneficial owners, the Sackler Family, from
22 engaging in any criminal conduct in the sale and marketing of opioids, and the monitor was
23 appointed to ensure that the pre-petition, illegal conduct in the promotion and marketing of
24 opioids had actually ceased and did not continue while the case was pending in bankruptcy
25 court. Here, the debtor is not being enjoined from operating an illegal business in
26 bankruptcy and is, instead, asking that the court allow the business to continue under
27 different ownership. Third, the monitor in *Purdue Pharma* is monitoring the activities of
28

1 the debtor-in-possession itself (and its beneficial owners who themselves have settled the
2 Government's civil claims against them). The monitor sought here is not of the debtor-in-
3 possession's conduct; it is the conduct of the entity that purchases the debtor-in-
4 possession's assets. *Purdue Pharma* is no support whatsoever for the appointment of a
5 monitor.

6 The Trustee further relies on *In re Ariz. Heart Inst. Inc.*, 2010 Bankr. LEXIS 5841
7 (Bankr. D. Ariz. 2010), as authority for appointing a monitor for the proposed sale, stating
8 that bankruptcy courts and trustees have the continuing authority to enforce the terms of an
9 Asset Purchase Agreement ("APA") approved by the bankruptcy court. In *Ariz. Heart*
10 *Inst.*, the court simply approved the sale and stated that it retained jurisdiction to adjudicate
11 any disputes related to, for example, entitlement to assets or proceeds of the assets,
12 peaceful use of the assets, and prorations under the APA (including taxes). That is a far cry
13 from a bankruptcy court exercising continuing jurisdiction and oversight of a purchaser's
14 business practices simply because it purchased estate assets. That would be a vast
15 expansion of a bankruptcy court's authority, unconfined by any limiting principle. Given
16 the ubiquity of debtors selling substantially all of their assets in chapter 11, the authority
17 sought here for a monitor could effectively transform bankruptcy courts into roving
18 regulators and enforcement agencies over a host of non-debtors.

19 Additionally, the Sale Motion and the APA provide little, if any, detail about the
20 specific duties, terms of appointment, and mechanisms for compensating the Monitor, and
21 how appointing the Monitor will enhance consumer protection and ensure CLG's
22 compliance with certain consumer protection laws and obligations. As the Committee
23 argues, it has "no oversight over the Monitor or role in selecting the Monitor designated to
24 serve as a consumer watchdog." Committee's Opposition to Application for Order Setting
25 Hearing on Shortened Notice Regarding Sale Motion, pg. 5:14-17 [Bankr. Dkt. # 198].
26 The Trustee suggests retaining either Nancy Rapoport or Matthew Bouslog as the Court
27 appointed Monitor. *See* Sale Motion, at pg. 17-18. Both Ms. Rapoport and Mr. Bouslog
28

1 appear to be bankruptcy attorneys and may not necessarily have consumer protection
2 experience. The mere appointment of a Monitor without a clearly defined role and
3 demonstrated benefit to consumers does not resolve the infirmities in the sale described
4 herein.

5 **b. Compliance with other State Bar Rules**

6 The Trustee proposes to comply with California State Bar Rule 1.17. But, as
7 discussed above, notice under Rule 1.17 is deficient. And given that LPG has clients
8 throughout the nation, the Trustee must comply with the State Bar rules in all 48
9 jurisdictions, not just California State Bar Rule 1.17. For instance, the Florida State Bar
10 Rule 4-1.17, which governs the sale of a law practice, requires that any sale of a law
11 practice be sold to “1 or more lawyers or law firms authorized to practice law in Florida.”
12 CLG is not authorized to practice law in Florida and has not provided the proper notice
13 under Florida State Bar Rules.

14 **c. Modified Purchase Agreement still violates the TSR**

15 Notwithstanding the Trustee’s inability to replace the consumer contracts as
16 discussed above, the Modified Purchase Agreement does not comply with all federal and
17 state laws, rules, and regulations as it still violates the TSR. *See* Response Brief, pg. 22-23.

18 **B. CLG IS NOT A GOOD FAITH PURCHASER UNDER 11 U.S.C. §**
19 **363(m)**

20 The Trustee proposes to sell LPG to CLG for \$42 million, subject to overbid. *See*
21 Sale Motion, at pg. 1-2. But what exactly is being sold is unclear. The Trustee defines
22 CLG as the “Good Faith Purchaser” and requests such a finding under section 363(m). *Id.*
23 at pg. 23-24.

24 Under 11 U.S.C. § 363(m), in relevant part, if a sale order is subsequently reversed
25 or modified on appeal, such reversal or modification does not affect the validity of the sale
26 if the purchaser was a good faith purchaser and no stay pending appeal was obtained.
27 Although the Bankruptcy Code does not define the term “good faith,” courts have found
28

1 that a “good faith purchaser” is one who buys ‘in good faith’ and ‘for value.’” *In re M*
2 *Capital Corp.*, 290 B.R. 743, 746 (9th Cir. BAP 2003). “Typically, lack of good faith is
3 shown by fraud, collusion between the purchaser and other bidders or the trustee, or an
4 attempt to take grossly unfair advantage of other bidders.” *Id.*, at 746-47. The burden of
5 proof to show “good faith” is on the proponent of good faith, or, in this case, the Trustee.
6 *See id.*, at 747.

7 In the Complaint filed by the Trustee against LPG’s alter egos, fraudulent
8 transferees, and other related parties (Adv. No. 8:23-ap-1046-SC), the Trustee alleges that
9 CLG is an alter ego of the Debtor. “As he did with LPG, [Tony] Diab controls and
10 operates the Alter Egos, despite them being nominally owned by licensed attorneys.” *See*
11 *Complaint*, at ¶ 59. The Trustee also obtained a preliminary injunction against CLG based
12 on his allegation that CLG was a transferee of LPG’s pre-petition fraudulent transfer of
13 12,000 customer files that siphoned-off \$3.3 million in the Debtor’s annual revenue. *Id.* at
14 ¶ 61. Further, on July 3, 2023, CLG’s special purpose affiliate, Liberty Acquisitions Group
15 Inc. (“Liberty”) was authorized to loan the estate \$560,000.00, on a superpriority basis, on
16 24 hours’ notice [Bankr. Dkt. # 168].¹¹

17 The Trustee fails to explain how CLG can go from being an alleged alter ego of a
18 disbarred attorney to a good faith purchaser.¹² In the Sale Motion, the Trustee again
19

20 ¹¹ By email dated July 12, 2023, the U.S. Trustee requested the Chapter 11 Trustee to identify the following
21 information for Resolution Partners, Liberty Acquisitions, Sapphire Management Holdings, LLC, Capital, LLC, and
22 StratCat Management: (1) the state of incorporation/organization/formation; and (2) the owners, members, partners
23 of each. As of July 18, 2023, the Chapter 11 Trustee has not produced this information. CLG’s Rule 30(b)(6)
24 witness, Jason Rebhun, was unable, or unwilling, to explain Liberty Acquisitions relationship to CLG at the
25 deposition of CLG on July 17, 2023.

26 ¹² Similarly, it appears that the Trustee has failed to complete his due diligence as to all the various entities that may
27 be associated or affiliated with LPG. The U.S. Trustee was recently contacted by LendingClub Bank
28 (“LendingClub”), who is involved with some of LPG’s current/former clients. On July 5, 2023, LendingClub
received a cease-and-desist letter from “Elite Legal Practice,” an entity located in Los Angeles, CA. Interestingly,
the letter was sent using an LPG envelope. At a minimum, this creates confusions as it seems that the various
entities at play may all be connected.

Further, LendingClub received a letter from CLG on July 5, 2023, listing CLG’s address as “P.O. Box 412,
Elmsford, NY 10523.” This address is listed on their website too. That address is incorrect. Neither consumers nor

1 focuses on the alleged benefit consumers will receive from the sale to support a finding of
2 good faith. *See* Sale Motion, pg. 23-24. But this does not support a good faith purchaser
3 finding with respect to CLG. To the contrary, as discussed above, CLG has only been
4 operating since 2022, has an “F” rating on BBB with numerous complaints against it, and
5 has no presence in the New York state system. CLG also colluded with LPG and Tony
6 Diab in the transfer of the 12,000 clients prior to the bankruptcy case without providing the
7 clients with the required notice at least 90 days prior to the transfer. Accordingly, the
8 Trustee has failed to establish that CLG is a good faith purchaser under section 363(m).
9 This Court should not allow the Trustee’s sale to CLG.¹³

10 **C. Trustee’s Comments about PGX Holdings, Inc. are Irrelevant.**

11 Finally, the Trustee contends in the Sale Motion that the U.S. Trustee’s and CFPB’s
12 failures to object in the bankruptcy case of PGX Holdings, Inc. means that “the offending
13 conduct and policies and procedures employed by LPG ... can be cured.” *See* Sale Motion,
14 pg. 2. These conclusions are unfounded and irrelevant to this case. In PGX Holdings, Inc.
15 (No. 23-10718, Bankr. D. Del.), a motion was filed on June 6, 2023, which among other
16
17

18 creditors are able to send any communications to CLG. The U.S. Trustee is informed that CLG had provided a new
19 address to the Office of the New York State Attorney General (“NY-AG”) as to where complaints should be
20 addressed. The NY-AG had requested CLG to update its website, so consumers also have a working mailing
21 address. As of the filing of this Opposition, CLG has yet to update its website to list a correct mailing address.

22 ¹³ On July 13, 2023, the Trustee informed the U.S. Trustee that he may be receiving a bid from Russ Squires
23 (“Squires”) of Validation Partners, LLC (“Validation Partners”). In the event Validation Partners and/or Russ
24 Squires are the successful bidders and purchasers, the Trustee must provide evidence that Validation Partners and/or
25 Russ Squires are good faith purchasers under section 363(m). On April 21, 2023, Carolyn Beech (“Beech”) filed a
26 First Amended Complaint – Class Action in the District Court for the Southern District of Mississippi (Southern
27 Division) (Case No. 1:22-cv-057 HSO-BWR) against, among other parties, Squires and Validation Partners, alleging
28 that: (1) between August 2021 and August 2022, Validation Partners purchased over 40,000 consumer accounts
from different marking affiliates and LPG with a total value of \$400,000,000; (2) Validation Partners loaned LPG in
the total sum in excess of \$3.8 million between December 2021 and June 2022; (3) the funding by Validation
Partners was essential to the continued operation of LPG; (4) Validation Partners was fully aware of the nature of
LPG’s business; and (5) Validation Partners received money obtained from consumers on LPG contracts violation of
CROA. As such, Beech alleged that Validation Partners and Squires are liable for the acts of LPG because they
knowingly financed the Debtor’s illegal operation. *See* Validation Partner Complaint, at ¶¶ 27, 29, 30, 40 [Dkt. # 48
of Case No. 1:22-cv-057 HSO-BWR]. On June 8, 2023, Beech obtained a default against Squires and Validation
Partners in the Validation Partners lawsuit [Dkt. # 75 of Case No. 1:22-cv-057 HSO-BWR].

1 things, requested approval of bidding procedures and the scheduling of a sale hearing. The
2 U.S. Trustee opposed this motion with respect to the breakup fee for the stalking horse
3 bidder. Notably, no order has been entered approving the proposed bidding procedures or
4 setting a sale hearing. Because the time to object to the sale in PGX Holdings, Inc. has not
5 passed, no conclusions can be drawn about positions that have not been taken in that
6 matter.

7 **V. CONCLUSION**

8 Based on the foregoing, and upon such other and further oral and/or documentary
9 evidence as may be presented at the time of the hearing, the U.S. Trustee respectfully
10 opposes any sale and requests that the Sale Motion be denied.

11
12 Respectfully submitted,

13 PETER C. ANDERSON
14 UNITED STATES TRUSTEE

15
16 DATED: 7/19/2023

By: /s/ Kenneth Misken

17 Kenneth M. Misken
18 Assistant U.S. Trustee
19
20
21
22
23
24
25
26
27
28

DECLARATION OF JAIMEE ZAYICEK

I, Jaimee Zayicek, declare and state as follows:

1. I am employed by the Office of the United States Trustee for Region 16 as a Paralegal Specialist. My duties and responsibilities include the review and analysis of Chapter 11 cases, including the case of *The Litigation Practice Group, P.C.* (Bankr. Case No. 8:23-bk-10571-SC). I make this declaration upon my own personal knowledge except as to those statements made upon information and belief.

3. On July 14, 2023, I accessed the New York State Unified Court System's online case search database and used the attorney/firm search feature. I searched for any cases in which attorney Aryeh Weber was representing either plaintiffs or defendants. There were no results. Attached as Exhibit "1" is a true and correct copy of the search results.

4. I also searched for any cases in which attorney Jason Rehbus was representing either plaintiffs or defendants. There were no results. Attached as Exhibit "2" is a true and correct copy of the search results.

5. Finally, I searched for any cases in which Consumer Legal Group was representing either plaintiffs or defendants. There was one result. Attached as Exhibit "3" is a true and correct copy of the search results.

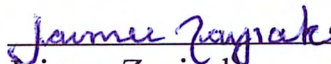
//

//

//

1 6. On July 19, 2023, I accessed the Better Business Bureau's ("BBB") website at
2 www.bbb.org and searched for Consumer Legal Group, P.C. ("CLG"). CLG has a "F"
3 rating with the BBB. A true and accurate copy of the CLG's "F" Rating with BBB is
4 attached hereto as Exhibit "4". True and accurate copies of the BBB Complaints against
5 CLG are attached hereto as Exhibit "5."

6 I declare under penalty of perjury and under the laws of the State of California and
7 the United States of America that the foregoing is true and correct, and if called as a
8 witness I could and would completely testify thereto. Executed this 19th day of July 2023
9 at Long Beach, California.

10
11 
12 Jaimee Zayicek
13 Bankruptcy Paralegal
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF MARILYN SORENSEN

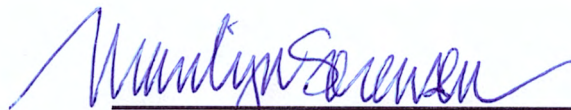
I, Marilyn Sorensen, hereby declare as follows:

1. I am employed by the Office of the U.S. Trustee for Region 16 as a Bankruptcy Analyst. My duties and responsibilities include the review and analysis of Chapter 11 cases, including the case of *The Litigation Practice Group, P.C.* (Bankr. Case No. 8:23-bk-10571-SC). I make this declaration upon my own personal knowledge except as to those statements made upon information and belief.

2. After the July 17, 2023, deposition of Jason Rebhun, on behalf of the Consumer Legal Group, P.C., I requested a transcript from the court reporter Focus Litigation Solutions.

3. Attached hereto as **Exhibit 6** is a true and correct copy of the transcript of the deposition held on July 17, 2023.

I declare under penalty of perjury and under the laws of the State of California and the United States of America that the foregoing is true and correct, and if called as a witness I could and would completely testify thereto. Executed this 19th day of July 2023 in Lake Forest, California.



Marilyn Sorensen
Bankruptcy Analyst

Exhibit 1

Exhibit 1



New York State Unified Court System

WebCivil Local - Case Search Results

No cases found.

[New Search](#)

[Return To Search](#)

Exhibit 2

Exhibit 2



New York State Unified Court System

WebCivil Local - Case Search Results

No cases found.

[New Search](#)

[Return To Search](#)

Exhibit 3

Exhibit 3



New York State Unified Court System

WebCivil Local - Case Search Results

1 Case(s) Match Your Search. **Page 1 of 1 pages**
[[New Search](#)] [[Edit Search](#)]

Please click the number in the first column or the index number to view case details.

	Court	Index Number	Case Status	Plaintiff	First Plaintiff Firm	Defendant	First Defendant Firm	Appearance Date	Judge/Part
1	Kings County Civil Court	LT-307667-23/KI	Active	L & M PROSPECT PLAZA, LLC	SDK Heiberger LLP	KEITH DARBY	Consumer Legal Group att: jack gross	08/10/2023	Honorable Agata E. Rumprecht-Behrens Part G

[[New Search](#)] [[Edit Search](#)]



New York State Unified Court System

WebCivil Local - Case Detail

Court: **Kings County Civil Court**
Index Number: **LT-307667-23/KI**
Case Name: **L & M PROSPECT PLAZA, LLC vs. DARBY, KEITH**
Case Type: **Landlord and Tenant**
Classification: **Non-Payment**
Filing Date: **03/06/2023**
Disposition Date:
Calendar Number:
Jury Demand: **No**
Judge Name:

Attorney/Firm(s) For Petitioner - L & M PROSPECT PLAZA, LLC:

SDK Heiberger LLP

**205 East 42nd Street, 6th Floor
New York, New York 10017-
(917) 351-1335**

Attorney Type: **Firm**

Attorney/Firm(s) For Respondent - KEITH DARBY:

Consumer Legal Group att: jack gross

**p.o. box 412
Elmsford, New York 10523-
(212) 920-1247**

Attorney Type: **Firm**

Close

Show All Appearances

Add to eTrack

Exhibit 4

Exhibit 4



Business Profile

Consumer Legal Group, P.C.

Debt Relief Services

Contact Information

11 Broadway Ste 300
New York, NY 10004-1398

[Visit Website](#)

[\(212\) 920-1247](#)

Customer Reviews

This business has 0 reviews

[Read Reviews](#)

[Be the First to Review!](#)

BBB Rating & Accreditation

F

THIS BUSINESS IS NOT BBB ACCREDITED

[Search for Accredited
Businesses in this category](#)

Years in Business: 1

Customer Reviews are not used in the
calculation of BBB Rating

[Reasons for BBB Rating](#)

Customer Complaints

12 complaints closed in last 3 years

12 complaints closed in last 12 months

[Read Complaints](#)

Related Categories

[Debt Relief Services](#)

Business Details

Location of This Business

11 Broadway Ste 300, New York, NY 10004-1398

BBB File Opened: 11/3/2022

Years in Business: 1

Business Started: 5/18/2022

Licensing Information:

This business is in an industry that may require professional licensing, bonding or registration. BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.

Type of Entity: Professional Corporation (PC)

Business Management

Aryeh Weber, Principal

Contact Information

Principal

Aryeh Weber, Principal

Customer Contact

Aryeh Weber, Principal

Additional Contact Information

Website Addresses

<https://consumerlegalgroup.org/>

Customer Complaints

12 Customer Complaints

Most Recent Customer Complaint

Complaint Type: Problems with Product/Service

Status: Resolved



On 5/22, I spoke with a representative and a supervisor about a payment reminder I had received that Saturday prior. I called them first thing Monday morning. Realized that they are not authorized to withdraw funds from my bank. I was told that it wouldnt be done. Well, they ***** my account by processing a payment that wasnt supposed to...

Customer Reviews

0 Customer Reviews

What do you think? Be the first to review!

[How BBB Processes Complaints and Reviews](#)

[Start a Review](#)

Local BBB

BBB Serving Metropolitan New York

[More Info on Local BBB](#)

BBB Reports On

BBB reports on known marketplace practices.

[See What BBB Reports On](#)

BBB Business Profiles may not be reproduced for sales or promotional purposes.

BBB Business Profiles are provided solely to assist you in exercising your own best judgment. BBB asks third parties who publish complaints, reviews and/or responses on this website to affirm that the information provided is accurate. However, BBB does not verify the accuracy of information provided by third parties, and does not guarantee the accuracy of any information in Business Profiles.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

© 2023, International Association of Better Business Bureaus, Inc., separately incorporated
Better Business Bureau organizations in the US, Canada and Mexico and BBB Institute for
Marketplace Trust, Inc. All rights reserved. *In Canada, trademark(s) of the International
Association of Better Business Bureaus, used under License.

Exhibit 5

Exhibit 5



Complaints

Consumer Legal Group, P.C.

Debt Relief Services

[View Business profile](#)

Need to file a complaint?

BBB is here to help. We'll guide you through the process.

[File a Complaint](#)

Complaint Details

Note that complaint text that is displayed might not represent all complaints filed with BBB. [See details.](#)

Complaint Type:

Problems with Product/Service

Status:

Resolved



Initial Complaint

06/06/2023

On 5/22, I spoke with a representative and a supervisor about a payment reminder I had received that Saturday prior. I called them first thing Monday morning. Realized that they are not authorized to withdraw funds from my bank. I was told that it wouldnt be done. Well, they ***** my account by processing a payment that wasnt supposed to be done where I also accrued an NSF fee. The \$240.61 was refunded without the additional fee a week later. I closed my account on that same day. Received confirmation that any further payments would not occur. Today 6/2/23, they again withdrew my account which incurred another NSF fee. I called them and I was told, issue would be resolved ASAP, yet still wanting me to fill out a refund request. HOW or WHY?! I DONT have a contract or request their services with them so why should I have to fill out a refund request for them to refund me the money they werent supposed to take out in the first place. They fraudulently withdrew my account. And Im only assuming that I will have to wait another week for my \$240.61 to be refunded, not to mention a total of \$58 in NSF fees Ill just have to swallow.

Exhibit 5 0009



Business response
06/27/2023

Hello *****,

We appreciate your communication with us so we could properly address your concerns. Our team is confirming that we have resolved this matter to your liking. We worked together to find the best possible solution. We wish you all the best moving forward and thank you for choosing us.

All the best,
Consumer Legal Group



Customer response
06/29/2023

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID ***** , and find that this resolution is partially satisfactory to me and the matter has partially been resolved. They refused to refund the banks NSF fees that accrued both times that they withdrew funds without my consent.

Sincerely,

Complaint Type:

Billing/Collection Issues

Status:

Unanswered



Initial Complaint
05/15/2023

About two years ago (First payment was on 7/7/21) I was desperate for a way to fix my debt/credit situation. I am a disabled 61 year old and my wife has some major health issues also (multiple strokes, Covid, diabetic). We were not bringing in enough money to pay our regular bills let alone cover our credit cards, mounting medical and other debts. I started looking online and found many different types of services. It was a very stressful time and we struggled to find the right fit. A company called ***** Group promised to return the money spent for the service for any debt they could not resolve, but said I needed to give them at least a year. The twice monthly payments would equal a little less than the minimum

Exhibit 5 0010

payments to all the credit cards. Seemed like a pretty good guarantee so we chose them. Early on it was a struggle as they said but as the collections started coming in it was nice that they were now calling them instead. Fast forward to about about nine months ago and my calls stopped being answered and/or returned. Written messages were also being ignored, The only contact I was receiving from them was the money they continued to take from my checking account twice a month. Only .1 debt had been resolved and while we did pay an amount less than what we owed, if I add in the money spent on the service the amount is much, much more than I owed. After 3 months of no contact I finally received a Notice of Transition of Legal Services from a ***** from LPG stating the Consumer Legal Group would now be taking care of me and how much better prepared for my situation. I never signed anything with the new group called CPG and the company is no different. Websites are almost identical, even the clients page and they make sure they deduct money from my account twice a month. (continued in attachment but almost done)

Complaint Type:

Problems with Product/Service

Status:

Unanswered



Initial Complaint

05/03/2023

I would like to get all or some of the money returned from Consumer who took over ***** when they were red flagged. I paid LPG a total of ***** for the 4 mos we were with them without seeing any progress. I asked them what I was paying the ***** a month for and they said it was legal fees. Then Consumer Legal Group took over and for 2 mos. I did not see where anything was being done. No phone calls or emails. When I contacted them they said it would take up to 48 mos. to resolve it. They too said that the ***** a month was going toward legal fees. Well if I paid that amount each month for legal fees I would be in a worst financial way than I am. My husband and I live on our social security from month to month which isnt easy. I could have been paying the fees they charged to my creditors. They were very misleading when they were explaining how the program worked. I would like to retrieve all or at least half of what we paid between the two of them.



Customer response

05/28/2023

Better Business Bureau:

At this time, **I have not been contacted by Consumer Legal Group, P.C.** regarding complaint ID *****.

Sincerely,

Complaint Type:

Problems with Product/Service

Status:

Unanswered



Initial Complaint

05/03/2023

Our account with LPG has been doubled billed again for at least the 3rd time for \$792.80, by LPG then Consumer Legal. The date of occurrence was 3/8/2023. We've tried to call via phone and have no resolution, nor been able to discuss with LPG. LPG hides behind the ***** team and just moved ** to Consumer Legal Group PC on 3/1/2023 and Consumer Legal Group billed us the second time after LPG billed the first. We've asked Consumer Legal for return of the money, as we did not get retained by them. We've faxed twice now, due to receiving a blocked email message using the *****. We have finally made it thru this nightmare to the last month and they double bill ** again. Now we've received notice that we were moved to Phoenix Law as of 3/30. LPG has been terrible to deal with and horribly represented us legally. We've paid for 18 months and have nothing to show for it. We would have been better off telling the sales lawyer to go away and let ** handle our situation on our own. LPG is a predator and needs to be shut down. Our client id is ***** Our advice to others is to run away from LPG and will ensure that we reach out to numerous media outlets as well, in order to protect others.

Complaint Type:

Problems with Product/Service

Status:

Unanswered



Initial Complaint

05/03/2023

On April 3, 2023 \$270.70 was removed from My checking account by CLG, otherwise known as Consumer Legal Group. This transaction was NOT authorized. In fact o have the email showing where I DECLINED to use their services. Now the company refuses to refund the money taken from my account without my consent. I have contacted the company on numerous occasions asking for the money to be refunded, but they always have a lame excuse that I did not follow cancellation procedures. How do you CANCEL a service you DECLINED from initial contact? I have the email showing where I DECLINED to sign and use their services. I have all the emails requesting a refund, and all the documentation to show I. Imported the refund policy paperwork.

Complaint Type:

Problems with Product/Service

Status:

Unanswered



Initial Complaint

05/02/2023

This company keeps withdrawing money from my account and I Want it to stop. This company is as Scam. I will have to close my account.

Complaint Type:

Advertising/Sales Issues

Status:

Answered



Initial Complaint

11/28/2022

I have been receiving multiple calls per day from this company since last week. They have called each day ***** times, with all unique phone numbers from all over the world. They only leave a few voicemails. They have identified themselves variously as CLG, the advantage approval department, and the Consumer Legal Group. They say I am approved for \$51,000. On one call they asked for a "*****". I have answered a few calls and told them I didn't request a loan and that they have the wrong number associated with this account in their system. I have also told multiple people on these calls that I am on the Do Not Call list. I even returned a couple of the voicemails so I could clear up the misunderstanding and reiterate that I'm on the *** list. They are not interested in fixing it. They just hang up on me if I say anything other than "I'm interested ". And still, they call me multiple times per day. I don't answer now, but it's aggravating. I missed several Dr.s calls because I have the phone ringer turned off. What kind of recourse do I have? How do I get them to stop calling? I deleted the caller ID's from last week, but attached are some recent ID's. Thank you for your help.



Business response

12/01/2022

*To Whom It may ***** you for bringing this to our attention. I have reviewed the firm's files and I can confirm that no calls have been made to this individual by any individual here or on our behalf. ***** is not and has not been a client of ours, and we have no records of any communications to her or her phone number. Further, We have no knowledge or affiliation with any "Advantage Approval Department". As a law firm, we are dedicated to giving our clients the best service possible, and any suggestions are always welcome. We will further look into this matter and do everything we can to make sure it doesn't happen in the future. If this ever comes up again please let us know so that we can get to the bottom of this. All the best!*

*Some consumers may elect to not publish the details of their complaints, some complaints may not meet BBB's standards for publication, or BBB may display a portion of complaints when a high volume is received for a particular business. ↩

BBB Business Profiles may not be reproduced for sales or promotional purposes.

BBB Business Profiles are provided solely to assist you in exercising your own best judgment. BBB asks third parties who publish complaints, reviews and/or responses on this website to affirm that the information provided is accurate. However, BBB does not verify the accuracy of information provided by third parties, and does not guarantee the accuracy of any information in Business Profiles.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

BBB Rating & Accreditation

F

THIS BUSINESS IS NOT BBB ACCREDITED


[Search for Accredited
Businesses in this category.](#)

Years in Business: 1


Customer Reviews are not used in the calculation of BBB Rating

[Reasons for BBB Rating](#)

Contact Information

 11 Broadway Ste 300
New York, NY 10004-1398

 [Visit Website](#)

 [\(212\) 920-1247](tel:(212)920-1247)

Complaints Summary

12 total complaints in the last 3 years.

12 complaints closed in the last 12 months.

© 2023, International Association of Better Business Bureaus, Inc., separately incorporated Better Business Bureau organizations in the US, Canada and Mexico and BBB Institute for Marketplace Trust, Inc. All rights reserved. *In Canada, trademark(s) of the International Association of Better Business Bureaus, used under License.

Exhibit 6

Exhibit 6

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:) Chapter 11
)
THE LITIGATION PRACTICE) Case No. 8:23-bk-10571-SC
GROUP, P.C.,)
)
Debtor.)
_____)

Deposition of JASON REDHUN
Conducted Virtually
Monday, July 17, 2023
7:04 a.m. - 15:56 p.m. PST

Job No.: 7220

Pages: 1 - 206

Stenographically Reported By: Cara M. Foster, RPR
CSR No. 11973

1 Deposition of JASON REDHUN, conducted virtually via Zoom
2 videoconference.

3
4
5
6
7
8 Pursuant to notice, before Cara M. Foster,
9 Registered Professional Reporter and Stenographic
10 Certified Shorthand Reporter Number 11973, in and for
11 the State of California.
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

ON BEHALF OF CONSUMER LEGAL GROUP, P.C. DEPONENT JASON REDHUN:

LAW OFFICES OF RONALD RICHARDS & ASSOCIATES
A Professional Corporation
By: Ronald N. Richards, Esq.
PO Box 11480
Beverly Hills, California 90213
310.56.1001
ron@ronaldrichards.com

ON BEHALF OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS:

FOX ROTHSCHILD LLP
By: Robert F. Elgidely, Esq.
101 Park Avenue
17th Floor
New York, New York 10178
212.878.7900
relgidely@foxrothschild.com

ON BEHALF OF THE UNITED STATES TRUSTEE:

OFFICE OF THE UNITED STATES TRUSTEE
By: Kenneth M. Miskin, Esq.
411 W. Fourth Street
Suite 7160
Santa Ana, California 92701-8000
714.338.3400
kenneth.m.miskin@usdoj.gov

ON BEHALF OF THE CREDITORS DEBT VALIDATION FUND 2, MCDVI Fund 1 and MCDVI Fund 2

CAPPELLO & NOEL LLP
By: David L. Cousineau, Esq.
831 State Street
Santa Barbara, California 93101-3227
805.564.2444
dcousineau@cappellonoel.com

A P P E A R A N C E S

(cont.)

ON BEHALF OF THE CHAPTER 11 TRUSTEE AND RICHARD A.
MARSHACK:

DINSMORE & SHOHL

By: Sara A. Johnston, Esq.

City Center

100 W. Main Street

Suite 900

Lexington Kentucky, 40507

859.425.1021

sara.johnston@dinsmore.com

ALSO PRESENT:

Soloman Feig

Queenie Ng

Mike Shields

Chirstopher Celentino

Richard Marshak

I N D E X

PAGE

JASON REDHUN

Examination by Mr. Elgidely.....	7
Examination by Mr. Richards.....	179
Examination by Mr. Misken.....	198

E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
	(none marked)	

P R O C E E D I N G S

* * *

THE STENOGRAPHER: We are going on the record.
The time is 7:04 a.m. Pacific Standard Time.

I would like to introduce myself. My name is
Cara Foster. I am your California CSR for today. My
license number is 11973.

Before I swear in the witness, would counsel
place their appearances on the record, please?

MR. RICHARDS: Ronald Richards for the
deponent, Jason Redhun of the CLG Law Group.

MR. ELGIDELY: Robert Elgidely of Fox
Rothschild on behalf of the Creditors Committee.

MR. MISKEN: Kenneth Miskin, Assistant
United States Trustee on behalf of the United States
Trustee.

MR. COUSINEAU: David Cousineau on behalf of
Creditors Debt Validation Fund 2, MCDVI Fund 1 and MCDVI
Fund 2.

MS. JOHNSTON: Sara Johnston with Dinsmore &
Shohl on behalf of the Chapter 11 Trustee, Richard
Marshack.

JASON REDHUN,
was called for examination, and after having been duly
sworn under penalty of perjury by the stenographic

1 certified shorthand reporter, was examined and testified
2 as follows:

3 EXAMINATION

4 BY MR. ELGIDELY:

5 Q. Good morning, Mr. Redhun.

6 A. Good morning.

7 Q. My name is Robert Elgidely. I am one of the
8 attorneys for the Creditors Committee in the Litigation
9 Practice Group case.

10 Do you understand that?

11 A. Yes.

12 Q. Okay. Have you ever had your deposition taken
13 before?

14 A. Yes.

15 Q. Okay. As you know, there are ground rules for
16 depositions that are intended to make the process
17 proceed as smoothly as possible. I'm going to ask you
18 this morning, and it sounds like this afternoon, some
19 questions under oath, and the court reporter is going to
20 record your responses.

21 In order for her to do so, you need to give
22 verbal responses. Responses such as yeah or uh-huh are
23 not acceptable; yes or no responses followed by an
24 explanation if appropriate.

25 Please wait for me to finish my question before

1 you begin to respond so that the court reporter can take
2 down my full question, as well as your full response.
3 That way, Mr. Redhun, we will get an accurate transcript
4 of this proceeding.

5 If you don't understand a question that I'm
6 asking, please tell me and I will rephrase it.
7 Otherwise, I will assume that you understood the
8 question that I'm asking.

9 As you also know, from time to time your
10 counsel may lodge objections to certain of my questions.
11 Typically, those objections will be to the form of my
12 question. In those instances, you need to respond to my
13 question. Those objections are just to preserve the
14 objections for later proceedings if necessary.

15 The only time you're not allowed to respond to
16 one of my questions is if your counsel instructs you not
17 to respond on the basis of some privilege, such as the
18 attorney-client privilege.

19 MR. RICHARDS: Counsel, I don't agree with
20 that. He's designated voluntarily for certain items
21 that we went through beforehand. If you ask him
22 something that he's not been designated for, he's just
23 not going to answer. I don't need to give him an
24 instruction. He's only going to answer things that he
25 has personal knowledge about.

1 The other thing is, I would not assume this
2 witness is going to be here all day. He's here for
3 limited issues. So I would just advise you to get to
4 the heart of the matter and ask him the relevant
5 questions that we've designated him for so everyone has
6 a chance to ask their questions.

7 And I'm going to cut you off without prejudice
8 if you go on and on so every other party can ask some
9 questions. So at least, without waiving your right to
10 continue the depo in the future, but I pulled this
11 lawyer off of his caseload today so he can provide some
12 testimony to the Committee on the relevant areas that we
13 designated him on.

14 So I would just ask you to respect his time.
15 He has a busy caseload himself. And at this point in
16 the matter, we're still in the vetting process of the
17 transaction as well.

18 So this is a completely voluntary deposition at
19 this point, and I would just ask you to respect his
20 time, and let's start asking questions. He's
21 well-prepared for the deposition.

22 MR. ELGIDELY: Mr. Richard, can I start asking
23 questions or do you want to keep going?

24 MR. RICHARDS: No, go ahead.

25 MR. ELGIDELY: I understand your issue. If

1 there is an issue, we'll bring it before the judge.

2 BY MR. ELGIDELY:

3 Q. Mr. Redhun, where are you located this morning?

4 A. New York.

5 Q. Okay. Are you in your office?

6 A. Yes.

7 Q. Okay. And where is your office located?

8 A. 11 Broadway, 3rd Floor.

9 Q. Okay. Is that the offices of the Consumer
10 Legal Group?

11 A. Yes.

12 Q. Okay. And how long has Consumer Legal Group
13 occupied those offices?

14 A. I can't say for certain. More than a couple of
15 months.

16 Q. Okay. Where was Consumer Legal Group located
17 before that location?

18 A. I don't have the exact address. It was, I
19 think, Red Hook, Brooklyn. I was certainly in Brooklyn
20 and it certainly was an industrial area. I think it's
21 Red Hook.

22 Q. Okay. As you know, sir, as an attorney, you're
23 not permitted to exchange text messages with anybody
24 during the course of your deposition or emails or
25 anything of that nature.

1 Do you understand that?

2 A. Yes.

3 Q. Okay.

4 A. Well, I understand that's requested. I'm not
5 sure that's the rule, but I'll honor your request.

6 Q. Okay. You understand that you're under oath
7 today during your deposition and you're not allowed to
8 communicate with anybody concerning the substance of
9 your testimony in the process of your deposition?

10 Do you understand that?

11 A. Yes, of course.

12 MR. RICHARDS: Counsel, just so we're clear, he
13 has a family and his office. You're not suggesting if
14 his wife texts him if there's an emergency at the house
15 or someone at the office has a question, he's not
16 allowed to look at his phone?

17 MR. ELGIDELY: If he needs to take a break, he
18 can take a break to communicate with somebody. I'm not
19 going to permit, and the rules do not allow for,
20 communications in the middle of a deposition. That's
21 highly unusual, and it will be something that we would
22 have to bring to the attention of the court. It doesn't
23 matter who that individual he is communicating with
24 is.

25 BY MR. ELGIDELY:

1 Q. Mr. Redhun, are you in the room -- is somebody
2 else in the room with you or is it just yourself?

3 A. Just me.

4 Q. Okay. What did you do to prepare for your
5 deposition today, sir?

6 A. I'm not sure that I did anything to prepare for
7 today's deposition. Maybe I spoke with counsel, but I'm
8 obviously not going to speak to those communications.

9 Q. Okay. Did you review any documents in
10 preparation for your deposition?

11 A. No, I don't think so.

12 Q. Okay. And you indicated that you spoke with
13 counsel. And again, without telling me what you spoke
14 about which is privileged, when did you speak with
15 counsel concerning your deposition testimony?

16 A. Well, counsel and I spoke last night about the
17 link for today's deposition. And then I don't know that
18 we've had any other independent conversations about this
19 testimony. It could be something that I discussed with
20 him in passing. I just don't want to say, no, I didn't,
21 when it's possible I did speak with him.

22 Q. Okay. So is it fair to say that you have not
23 had any lengthy meetings with counsel concerning your
24 testimony today?

25 A. That's correct.

1 Q. Okay. Thank you.

2 Let me share my screen. Bear with me for one
3 moment, please. Bear with me. I'm just having some
4 technical difficulties.

5 Mr. Redhun, are you able to see the subpoena to
6 testify at the deposition that I've shared on the screen
7 today?

8 A. I see you have a file with 16 different files
9 in them. You haven't opened the actual subpoena.

10 Q. It's showing on my screen. So bear with me for
11 one second while I close that.

12 Mr. Redhun, have you reviewed the subpoena that
13 was issued for your testimony today?

14 A. Yes.

15 Q. Okay.

16 A. And it was not my testimony, it was the
17 testimony of Consumer Legal Group.

18 Q. Correct.

19 Sir, are you the individual that's been
20 designated by Consumer Legal Group to provide testimony
21 concerning the 20 categories that were set forth in the
22 subpoena?

23 A. I'm here, aren't I?

24 MR. RICHARDS: I'm going to object because you
25 know that we had a conference, and we limited those to

1 the categories we set forth in the conference. But he's
2 here to testify to the areas that we've designated him
3 for.

4 BY MR. ELGIDELY:

5 Q. And who designated you to provide that
6 testimony, sir?

7 MR. RICHARDS: I'm going to object. It calls
8 for privilege. I'll instruct him not to answer.

9 BY MR. ELGIDELY:

10 Q. Okay. Why were you designated, Mr. Redhun, to
11 be the representative with the most knowledge from
12 Consumer Legal Group concerning the subjects of
13 testimony set forth in the subpoena?

14 MR. RICHARDS: Objection. Invades
15 attorney-client work-product. I instruct him not to
16 answer.

17 MR. ELGIDELY: This is going to be fun,
18 Mr. Richards.

19 MR. RICHARDS: Well, he's a lawyer and you're
20 now trying to get into why we designated him and my
21 mental thought process and our communications. I don't
22 see how he could answer that question without invading
23 the privilege.

24 Let's just stick with the facts. These are --
25 why he was designated after consultation with counsel is

1 not a fact. That's privilege.

2 MR. ELGIDELY: Mr. Richards, we're going to
3 have a lengthy call with the judge, but let's move
4 forward in the interest of time.

5 BY MR. ELGIDELY:

6 Q. What is your relationship with Consumer Legal
7 Group, Mr. Redhun?

8 A. I'm an attorney here.

9 Q. Okay. Are you an employee of Consumer Legal
10 Group?

11 A. Yes.

12 Q. How long have you been employed with Consumer
13 Legal Group?

14 A. A few months. I don't know exactly how long.

15 Q. Okay. Are you a shareholder of Consumer Legal
16 Group?

17 A. No.

18 Q. Are you an officer?

19 A. No.

20 Q. Are you a director?

21 A. No.

22 Q. Okay. And in the few months that you've been
23 employed by Consumer Legal Group, have you -- do you
24 work full-time or part-time in those few months?

25 A. I don't understand the distinction.

1 Q. Okay. Part time is less than full time.
2 That's less than eight hours a day, typically.

3 Are you regularly employed by Consumer Legal
4 Group as your full duties, or do you provide duties in
5 any other capacity or any other work?

6 A. I'm not sure I understand the question.

7 Q. Okay. Sir, as an attorney that's been
8 practicing for over 13 years, is it your testimony that
9 you don't know the difference between full time or part
10 time?

11 A. No, I know the difference. But there are
12 certain days where I work more than eight hours.
13 There's certain days I work less hours than eight.

14 Q. Okay. Do you work anywhere else?

15 A. Yes.

16 Q. Where else do you work?

17 A. I have my own practice.

18 Q. Okay. And in terms of the percentage of time
19 in the last few months that you've worked with Consumer
20 Legal Group, what percentage of your time has been
21 devoted to your law practice versus your work for
22 Consumer Legal Group?

23 A. I'm not sure that I can put a percentage on it.
24 It's certainly not 50/50, some days it might be 50/50,
25 some days it might be 80/20, one way or the other, and

1 the other days it might be 80/20 the other way. It
2 depends on the day.

3 Q. Got it.

4 Okay. Let me try to share my screen again.
5 Let's see if it works this time. Bear with me.

6 Okay. Can you see your LinkedIn profile on the
7 screen, sir?

8 A. Yes.

9 Q. Okay. So your LinkedIn profile, it reflects
10 that --

11 And this is your LinkedIn profile; correct?
12 This is your picture?

13 A. It looks like it. That's certainly my picture,
14 yes.

15 Q. Okay. And on your LinkedIn profile, it says
16 that you are the President of the Law Offices of Jason
17 Redhun, P.C.; is that correct?

18 A. That's correct.

19 Q. Okay. And is that the law firm that you were
20 testifying about earlier where you were employed in
21 addition to your work at Consumer Legal Group?

22 A. Yes.

23 Q. Okay. Your bio on LinkedIn doesn't say
24 anything about Consumer Legal Group, does it?

25 A. It does not appear to.

1 Q. Okay. And do you know why that is?

2 A. Because I haven't made any changes to it.

3 Q. Okay. In the motion to sell that the trustee
4 has filed, the trustee indicated that Consumer Legal
5 Group has substantial experience in the consumer debt
6 legal industry -- sir, I don't know if you could hear
7 me?

8 The trustee said in the motion to sell that
9 Consumer Legal Group has substantial experience in the
10 consumer debt legal industry and a history of providing
11 legally compliant legal services to its clients.

12 Do you agree with those statements?

13 A. The statements made by the trustee?

14 Q. Yes.

15 A. Yes.

16 Q. Okay. And the trustee's declaration in support
17 of the motion to sell states, "I determined that the bid
18 from CLG was the highest and best bid, based not only on
19 the consideration proposed, but also on CLG's history,
20 experience, and prior compliance with applicable law."

21 Do you agree with those statements?

22 A. Sure. Yeah.

23 Q. Okay. Mr. Redhun, I've put on the screen the
24 New York's Department of State Division of Corporations
25 Entity Information for Consumer Legal Group.

1 Do you see that?

2 A. Yes.

3 Q. Okay. And on the date of Initial Department of
4 State Filing, it reflects a date of May 18, 2022;
5 correct?

6 A. That's what it says there.

7 Q. Okay. So is it fair to say that Consumer Legal
8 Group has been in business just over a year?

9 A. Well, the corporation, according to what's on
10 the screen, was incorporated in May of 2022.

11 Q. Okay. And in order for a corporation to be in
12 business it needs to incorporate; correct?

13 A. Not always.

14 Q. Okay. So on behalf of the company, are you
15 testifying today that Consumer Legal Group, P.C.
16 conducted business prior to May 18, 2022?

17 A. That's not my testimony.

18 Q. Okay. Well, I'm asking you, how long has
19 Consumer Legal Group been in business?

20 A. I don't know.

21 Q. Okay. So you think it was about May 18, 2022,
22 before it was incorporated; is that your testimony?

23 A. No.

24 MR. RICHARDS: Misstates his testimony.

25 THE WITNESS: You asked me -- and I'll explain

1 my answer.

2 You asked me if a corporation can conduct
3 business without being incorporated. That is not a
4 clear yes or no answer because it is possible for a
5 corporation to have de jure status, whereupon it acts in
6 furtherance of a corporation without the formal act of
7 incorporating, provided that at some point it engages in
8 the formal act of incorporating. And essentially, it
9 ratifies the prior pre-incorporation acts. At which
10 point, those pre-incorporation acts would be considered
11 part of the corporation's business. So it is possible
12 for a corporation to act without formally incorporating,
13 and then informally incorporating and then ratifying
14 those prior acts --

15 BY MR. ELGIDELY:

16 Q. Mr. Redhun.

17 A. Please don't interrupt my answer.

18 Q. Please --

19 A. Please don't interrupt my answer.

20 Q. Okay. Go ahead.

21 A. Notwithstanding what I just said, I don't know
22 when Consumer Legal Group was incorporated. I was not
23 involved with that, so I can't answer questions about
24 that. I can answer questions about general corporate
25 law like I just did.

1 Q. Okay.

2 A. Which is what your answer elicited.

3 Q. I understand.

4 So, Mr. Redhun, you're designated to provide
5 testimony on behalf of Consumer Legal Group today;
6 correct?

7 A. Yes.

8 MR. RICHARDS: Asked and answered.

9 BY MR. ELGIDELY:

10 Q. How long has it been in business?

11 A. I don't know. What I could see, based on the
12 screen, is that it was incorporated on May 18, 2022.

13 Q. Okay. Do you have any reason to believe, based
14 upon the facts of which you have knowledge, that it
15 conducted business prior to May 18, 2022?

16 A. I don't believe so, but I don't know. I can't
17 say for sure.

18 Q. Okay. So if you look at the Department of
19 State, Entity Information for this entity, you'll see
20 that it is an active corporation and that it has a --
21 let me just see here. Bear with me. There are no
22 individuals listed for the chief executive officer.

23 Who is the chief executive officer of Consumer
24 Legal Group?

25 A. I don't know if Consumer Legal Group has a

1 chief executive officer.

2 Q. Okay. And where was its principal executive
3 office?

4 A. Well, our office is at 11 Broadway.

5 Q. Okay. Is that the principal executive office
6 or is there another branch office?

7 A. I don't believe that there is another branch
8 office, but I also can state with certainty that the 11
9 Broadway address is its principal place of business.

10 Q. Okay. Is that where you go to work every time
11 you go to work for Consumer Legal Group?

12 A. Yes.

13 Q. Okay. Now, if you look at "assumed named
14 history", sir, you'll see that Consumer Legal Group
15 registered assumed names of Legal Processing and Legal
16 Fees on March 3, 2023.

17 Do you see that on the Department of State's
18 information?

19 A. Yes.

20 Q. Okay. And why were these assumed names
21 registered with the Department of State on March 3,
22 2023?

23 A. I don't know.

24 Q. Okay.

25 MR. RICHARDS: Counsel, just for clarification,

1 are you saying that they registered those exact names or
2 that's the category that the Secretary of State has
3 assigned those assumed names? I think we're not clear
4 about that.

5 BY MR. ELGIDELY:

6 Q. Okay. These are the exact names that were
7 registered by the company on these dates.

8 So my question --

9 MR. RICHARDS: How do you know that?

10 MR. ELGIDELY: Sir, if you look at the
11 certificate of assumed name, when you click on the
12 information. And then if you go to the first page of
13 the Department of State's information page, you run
14 those names and they come up as being registered by the
15 Consumer Legal Group.

16 MR. RICHARDS: I'm trying to make sure I
17 understand your question.

18 Are you saying that they've registered the name
19 Legal Processing without anything else? That's the name
20 of the law firm now?

21 MR. ELGIDELY: Correct, it is a d/b/a.

22 And, Mr. Richards, on a break, you can verify
23 the basis or the foundation for my question by going to
24 the Department of State's website and searching for the
25 assumed names. And you will see that Legal Processing

1 is registered as an assumed name with the Department of
2 State for Consumer Legal Group, as is Legal Fees.

3 MR. RICHARDS: Okay. My only comment was there
4 was a certificate that is linked to that name, and I was
5 just wondering if you actually downloaded the actual
6 certificate that would show what the name was? Like the
7 full name, because it's usually company d/b/a something
8 else. So that's why I just don't know the answer to
9 that.

10 MR. ELGIDELY: Okay. You can verify that
11 during the break of the deposition, sir.

12 MR. RICHARDS: All right.

13 MR. ELGIDELY: I was hoping the witness would
14 have some knowledge about why these assumed names were
15 registered, and why they were registered on those
16 particular dates.

17 MR. RICHARDS: I just want to say one thing for
18 the record. Since I had sent you the corporate records
19 on Friday, if you had asked me to clarify that, I could
20 have probably gotten that information. And I'll try to
21 get you that information before the hearing.

22 I don't think there's a -- I don't know the
23 reason for that either. Frankly, it's the first time
24 I've seen that, but I'll find out because it just
25 doesn't make sense to me that someone would reserve

1 a generic name and the Secretary of State would allow
2 you to have something like Legal Fees. That doesn't
3 make any sense to me. Yeah, okay -- yeah, that's not
4 their company. But I'll try to figure out what the
5 basis of why those entries were because I have no
6 knowledge either.

7 MR. ELGIDELY: Okay. That's fine.

8 BY MR. ELGIDELY:

9 Q. So, Mr. Redhun, do you know why Consumer Legal
10 Group was registering assumed names approximately 15
11 days before the petition date?

12 MR. RICHARDS: I'm just going to make one
13 objection. That to the extent it assumes a fact not in
14 evidence of those specific names.

15 And if you have any knowledge about why they
16 were registering just assumed names in general, you can
17 answer.

18 THE WITNESS: I have no knowledge about that.

19 BY MR. ELGIDELY:

20 Q. Okay. You testified that you started working
21 for Consumer Legal Group a few months ago. Was that
22 after March 2023 or before March 2023?

23 A. Before.

24 Q. Okay. And are you the attorney that's in
25 charge of the operation of Consumer Legal Group or are

1 you just being designated today to provide testimony on
2 behalf of the entity?

3 A. Well, the form of your question is
4 objectionable. But I would ask you to define and
5 interpret what you mean when you say "in charge"?

6 MR. RICHARDS: Well, it's compound. Let's just
7 answer one at a time, if we could, if you don't mind.

8 MR. ELGIDELY: It's fine. We'll move on.

9 And obviously, Mr. Richards, the more we get
10 delayed in terms of lengthy explanations of the basis of
11 your objections, that's going to delay the conclusion of
12 this deposition.

13 MR. RICHARDS: I just said it's compound. Why
14 don't we just ask one part and then the next part so we
15 know in the record.

16 MR. ELGIDELY: I'm going to move on.

17 MR. RICHARDS: Are you withdrawing the question
18 now?

19 MR. ELGIDELY: I'm withdrawing the question.

20 MR. RICHARDS: Okay. Fine.

21 BY MR. ELGIDELY:

22 Q. Okay. Mr. Redhun, how many employees does
23 Consumer Legal Group have?

24 A. I don't have an exact number.

25 Q. Okay. Give me an approximate number?

1 A. Maybe about 100.

2 Q. Okay. And 100 W-2 employees Consumer Legal
3 Group has in the past year?

4 A. I don't know. I don't get into how the
5 employees are paid.

6 MR. RICHARDS: Hold on. Mr. Redhun, he just
7 asked you to give him an estimate of how many employees,
8 not how many they are paid.

9 You go to work every day. This is important.
10 How many people are there? We do need to know that.

11 THE WITNESS: I'd say 100. If you want to give
12 me a couple of seconds, I could mentally run through the
13 floor.

14 MR. RICHARDS: By the way, Counsel, is your
15 name produced Elgidely?

16 MR. ELGIDELY: Elgidely.

17 MR. RICHARDS: Elgidely. If it's important for
18 you to know how many are W-2 versus something else, I've
19 been to the office, so I'm assuming most are W-2. But
20 if that breakdown is important, we could get that from
21 financing and provide that to you. That's not a
22 problem.

23 MR. ELGIDELY: Yes, I would like a list of all
24 the employees.

25 MR. RICHARDS: No, we're not going to give you

1 a "list of all of the employees", but we could give you
2 a list of the numeric employees and how they are
3 allocated. But we're not just going to dump a list of
4 employees into the public record.

5 MR. ELGIDELY: No, you could give that to me
6 under the "attorneys' eyes basis only", Mr. Richards.

7 MR. RICHARDS: Okay. I'll work on that.

8 BY MR. ELGIDELY:

9 Q. Mr. Redhun, how many independent contractors
10 had Consumer Legal Group utilized in the past year?

11 A. I couldn't answer that. I have no idea.

12 Q. Okay. I notice, Mr. Redhun, you signed the
13 asset purchase agreement as "agent" for Consumer Legal
14 Group.

15 Can you tell me why you signed as "agent" for
16 the entity?

17 A. I'm not an officer of the corporation.

18 Q. Okay.

19 MR. RICHARDS: Mr. Elgidely, just one question.
20 On the independent contractors, are you also including
21 local counsel that CLG employs in other states or just
22 people that work in New York at the office?

23 MR. ELGIDELY: Just people in New York that
24 work in the office.

25 MR. RICHARDS: Okay. Thank you.

1 MR. ELGIDELY: Thank you.

2 BY MR. ELGIDELY:

3 Q. So, Mr. Redhun, you indicated you signed the
4 asset purchase agreement as "agent" because you're not
5 an officer or director of the entity; is that your
6 testimony?

7 A. Correct.

8 Q. Okay. Is there any reason why an owner or an
9 officer or a director of the company wasn't able to sign
10 the asset purchase agreement?

11 MR. RICHARDS: I'm going to object to the
12 extent it invades attorney-client privilege and
13 work-product.

14 If you can answer that question independently
15 of our discussions with respect to you signing it, feel
16 free to answer.

17 THE WITNESS: No, I am heavily involved in the
18 subject matter of what's going on, and I am in constant
19 discussions with counsel. Basically hands are all over
20 this so it's me.

21 BY MR. ELGIDELY:

22 Q. Okay. But that's not my question, Mr. Redhun.

23 I mean, who has more authority on behalf of the
24 corporation, the owner of the company or you?

25 A. What do you mean "authority"?

1 Q. Authority to act on behalf of the company.

2 Does the owner of the company have more
3 authority or do you have more authority?

4 MR. RICHARDS: I'm just going to object to the
5 extent it calls for a legal conclusion, it's vague,
6 ambiguous, and unintelligible.

7 MR. ELGIDELY: Mr. Richards, he's a lawyer.
8 Even if it calls for a legal conclusion, I think that he
9 can testify whether an owner of the company has greater
10 corporate authority to sign an asset purchase agreement
11 to purchase the assets of this business versus an
12 agent.

13 MR. RICHARDS: Okay. How about we just
14 stipulate to the obvious that an owner of a company has
15 greater authority. That's not really a fact in this
16 case, but I'll stipulate for the record that the owner
17 of CLG has more authority than Mr. Redhun because I
18 don't think it matters.

19 MR. ELGIDELY: Mr. Richards, do you want to
20 testify on behalf of the company or is Mr. Redhun
21 testifying? I'm not sure, based upon your objections
22 here.

23 You know, typically an attorney objects based
24 on form or on privilege, but you continue to answer my
25 questions and provide lengthy explanations. Now you're

1 providing stipulations sir.

2 So it's not clear as to who the witness is for
3 this company. Is it Mr. Redhun or is it you? And if
4 it's you, sir, I'd ask you to limit your objections
5 based on the form or based on the issues of privilege or
6 work-project.

7 MR. RICHARDS: Counsel, please don't raise your
8 voice. Why are you raising your voice?

9 MR. ELGIDELY: Because I'm confused who the
10 witness is, sir.

11 MR. RICHARDS: There're rules of civility in
12 the Central District. I'm just doing my job. Don't
13 raise your voice. The record should reflect you're
14 yelling. And with respect to --

15 MR. ELGIDELY: No speaking objections, sir,
16 please.

17 MR. RICHARDS: Sir, I made an objection based
18 on calls for a legal conclusion. I set forth a bunch of
19 objections, and then you addressed me and argued with me
20 about why I made the objection.

21 So I was just explaining and trying to short
22 circuit it by saying, we would stipulate to the legal
23 conclusion, and now you're getting upset by it.

24 I'm happy to just make objections. Don't
25 comment on them, and I won't comment to you.

1 BY MR. ELGIDELY:

2 Q. Mr. Redhun, who are the owners of Consumer
3 Legal Group?

4 A. Aryeh Weber.

5 Q. Just one owner?

6 A. Yes, that I'm aware of.

7 Q. Okay. Who are the officers of Consumer Legal
8 Group?

9 A. I don't know.

10 Q. Who are the directors of Consumer Legal
11 Group?

12 A. I don't know.

13 Q. Did Consumer Legal Group previously occupy
14 offices at 40 Wall Street?

15 A. No. I have an office at 40 Wall Street.

16 Q. You're on the 45th floor?

17 A. That's correct.

18 Q. Do you share offices with Hidrock Properties?

19 A. I wouldn't say we share. I mean, I kind of
20 sublease.

21 Q. Okay. You sublease from Hidrock Properties?

22 A. Yes.

23 Q. And, Mr. Redhun, are you familiar with Consumer
24 Legal Groups' website?

25 A. Yes.

1 Q. Bear with me for one second. I'll put that up
2 here.

3 Mr. Redhun, do you see the website that I
4 pulled up on the screen here?

5 A. Yes, but there's something not correct about
6 what I'm looking at.

7 Q. What is not correct, sir?

8 A. Well, for starters, the CLG logo on the left is
9 overwriting text on the website. The ABA, the American
10 Bar Association, line looks to be cut off. It looks to
11 me there's some sort of technological issue with what's
12 on your screen.

13 Q. Okay. Other than the line and the logo, do you
14 see any errors in the content of what you're looking at?

15 Does this look familiar to you?

16 A. Well, I can only see a very, very small part of
17 it. And to be frank, I generally look at the substance,
18 not these sort of, like, buzz words.

19 Q. Okay. Have you ever visited
20 consumerlegalgroup.com, the website?

21 A. Yes.

22 Q. Okay. Did you prepare any of the content on
23 this website?

24 A. I may have. I think so. I certainly have
25 edited it.

1 Q. If you go to "About CLG", if you click on that,
2 "Our Firm", who are these individuals who are depicted
3 on the website?

4 A. I don't know. Those probably are stock
5 images.

6 Q. Okay. So these aren't actual people who work
7 at Consumer Legal Group?

8 A. They could be because they're a lot of people
9 there whose faces look familiar. But, you know, I have
10 a very specific role. I go do my job. I don't really
11 fraternize or socialize with the people, so I don't
12 know.

13 MR. RICHARDS: I just have one objection,
14 Counsel. I did not produce this witness to go over how
15 the website was constructed. Of course, if you want to
16 ask about content, feel free. But you didn't give us
17 any acknowledgement in advance that you had specific
18 website questions. And I don't think this witness
19 manages the website.

20 MR. ELGIDELY: Okay. Is that an objection to
21 scope, Mr. Richards?

22 MR. RICHARDS: Yes, it's an objection to
23 scope.

24 MR. ELGIDELY: All right.

25 MR. RICHARDS: I don't want you to get into the

1 minutiae of how the website is managed unless this
2 witness really does manage it.

3 MR. ELGIDELY: Again, I'd ask you not to make
4 speaking objections. If you want to object to scope,
5 all you have to do is say you object to scope.

6 MR. RICHARDS: I object to scope, potentially.

7 BY MR. ELGIDELY:

8 Q. Mr. Redhun, I've clicked on "About CLG", and I
9 clicked on "Our Legal Team", and it loaded this page
10 which reflects Mr. Weber's picture and some information
11 regarding the nature of his practice.

12 Do you see that on the screen, sir?

13 A. I do.

14 Q. Okay. You're not on here as part of the
15 Consumer Legal Groups' team, are you?

16 A. No, it doesn't look like it.

17 Q. Okay. In your declaration of the support of
18 the motion to sell, you indicated that Consumer Legal
19 Group employed four attorneys as part of its team and
20 three -- I'm sorry. Four full-time attorneys and three
21 part-time staff attorneys.

22 Do you see any of the other attorneys on this
23 screen as part of the Consumer Legal Groups' team?

24 A. I don't. No.

25 Q. Okay. And are you one of the four full-time

1 attorneys, or are you one of the three part-time
2 attorneys that's referenced in your declaration?

3 A. I think I consider myself full time, but give
4 me a second. And let me see if I want to clarify
5 that.

6 Q. What are you looking at, sir, to clarify
7 that?

8 A. I was not looking at anything. I was counting
9 on my fingers.

10 No, I think I classify myself as part time
11 then.

12 Q. Okay. Who are the other two part-time
13 attorneys that work at Consumer Legal Group?

14 A. I don't see why their names are relevant to
15 this.

16 Q. Sir, this is absolutely relevant. Consumer
17 Legal Group is proposing to purchase the assets of the
18 debtor. And the nature of Consumer Legal Groups'
19 business, you know, who Consumer Legal Group is and how
20 it's going to service these accounts is
21 absolutely relevant. As well as the fact that in your
22 declaration, you make a point of stating that there are
23 four full-time and three part-time staff attorneys at
24 Consumer Legal Group.

25 MR. RICHARDS: Well, Counsel, you indicated

1 that we could provide you those for "attorneys' eyes
2 only" and that's what I think the basis of the concern
3 is.

4 Do you want him to email them to me and I can
5 email them to you?

6 MR. ELGIDELY: No, Mr. Richards. I asked you
7 to give me the names of the hundreds of employees that
8 Consumer Legal Group employs after the deposition.

9 But I'm asking him now with the names of six
10 individuals. The two other part-time staff attorneys
11 and the four full-time attorneys that work at Consumer
12 Legal Group. Since it is only six and it's relevant,
13 I'm sure Mr. Redhun can answer the question.

14 THE WITNESS: Okay. Would you mind restating
15 the question?

16 BY MR. ELGIDELY:

17 Q. Yes.

18 Who are the other two part-time staff attorneys
19 employed by Consumer Legal Group?

20 A. John Borelli and Albert Hamowi.

21 Q. Okay. How do you spell Borelli?

22 A. B-o-r-e-l-l-i.

23 Q. B-o-r-e -- go ahead.

24 A. L-l-i.

25 Q. Okay. And Mr. Borelli is a part-time staff

1 attorney employed at Consumer Legal Group?

2 A. Yes.

3 Q. Okay. And who's the other part-time staff
4 attorney?

5 A. Albert Hamowi, H-a-m-o-w-i.

6 Q. Did you say "Albert"?

7 A. Yes.

8 Q. And how do you spell the last name?

9 A. H-a-m-o-w-i.

10 Q. Okay. And who are the four full-time attorneys
11 employed by Consumer Legal Group?

12 A. Jack Gross, Pandy Shen, Danitza Campbell, and
13 Ben --

14 Q. Sir, I need you to slow down.

15 You said Jack Gross. Is that G-r-o-s-e?

16 A. No. I think his last name is G-r-o-s-s.

17 Q. Oh, I'm sorry, Gross, G-r-o-s-s. Okay.

18 And then Pandy you said?

19 A. Pandy Shen, S-h-e-n. I believe that's her last
20 name.

21 Q. S-h-e-n?

22 A. Yes.

23 Q. Okay. Go on.

24 A. Danitza Campbell.

25 Q. How do you spell Danitza?

1 A. D-a-n-i-t-z-a.

2 Q. Okay. Next?

3 A. And then there's Ben -- I think his last name
4 is Ozure, but I'm not 100 percent sure.

5 Q. And how do you spell that?

6 A. I think it's O-z-u-r, but I'm not certain.

7 Q. Okay. And in your declaration, you indicated
8 that you manage this team of attorneys; correct?

9 A. Yes.

10 Q. Okay. And when did John Borelli start working
11 for Consumer Legal Group?

12 A. A few months ago.

13 Q. Okay. About the same time you did?

14 A. Yes. Same answer for Albert.

15 Q. Okay. And how about Jack Gross?

16 A. Jack came on after me. I don't know the date
17 or the month for you.

18 Q. Okay. And you said you started some time prior
19 to March of 2023; correct?

20 A. There's a long -- yeah.

21 Q. And Pandy Shen?

22 A. I don't know if she came on before Jack or
23 after Jack. I don't remember, honestly.

24 Q. Okay. But during 2023?

25 A. You know what, I couldn't even tell you if 2023

1 or late 2022. I don't remember. I'm telling you, the
2 time flies by. I could hardly keep track of my own
3 stuff.

4 Q. Okay. How about Danitza Campbell?

5 A. Also, I don't know if Danitza Campbell came
6 before Pandey, after Pandey, before Jack -- I don't know.
7 And Ben is recent.

8 Q. Okay. Would it be fair to say then,
9 Mr. Redhun, that this team of attorneys at Consumer
10 Legal Group, the majority of these individuals, were
11 only hired in 2023?

12 A. I wouldn't say that. That's not a proper
13 characterization of testimony.

14 Q. Okay. Which ones were hired prior to 2023?

15 A. Again, I just told you. I don't know when
16 everybody was hired.

17 Q. So you tell me that my characterization is
18 improper, but you can't identify any of the lawyers who
19 were hired prior to 2023?

20 A. Well, I would not commit to stating that all
21 those individuals were hired in 2023. That's my
22 testimony.

23 Q. Which ones do you think were hired in 2022?

24 A. I don't know. I don't know. We can get their
25 employment records and find out when they started. I

1 don't know.

2 Q. All right. I'll ask your attorney to send that
3 to me at the conclusion of the deposition.

4 How many consumer clients did CLG provide
5 consumer debt resolution services to in 2022?

6 A. I don't have that number.

7 Q. Approximately?

8 A. I'm not -- I'd be speculating, so I'm not going
9 to answer.

10 Q. So being the designated representative of
11 Consumer Legal Group concerning the purchase of the
12 debtor's assets, you're unable to testify today
13 concerning the number of consumer clients that CLG
14 provided consumer debt resolution services to during
15 2022?

16 A. I don't want to answer -- I don't want to give
17 an answer that potentially may be false. And I'd be
18 speculating as to what the exact number is, and I can
19 tell you why I can't give you an exact number.

20 Q. Okay. I'm asking you, sir, what the
21 exact number is or the approximate number.

22 You're unable to give me an approximate?

23 A. That's correct.

24 Q. Okay. Was it less than 5,000 or more than
25 5,000?

1 A. I would say more than five, but again, I'd be
2 speculating as to what that answer is.

3 Q. Okay. Do you have any records or any
4 documentation that would reflect the number of consumer
5 clients in 2022?

6 A. I'm sure the company could get you that
7 information.

8 Q. Okay. Great. I am requesting that.

9 In 2023, excluding the 12,546 client files that
10 CLG acquired from the debtor, how many consumer clients
11 did CLG provide consumer debt resolution services to?

12 A. Again, I'd be speculating if I answered.

13 Q. Okay. And you're unable to even approximate;
14 is that your answer?

15 A. Correct.

16 Q. Okay. How many 1099's did Consumer Legal Group
17 issue to local counsel and other states in 2023 related
18 to consumer debt resolution services?

19 A. I don't have the exact number because certain
20 attorneys cover more than one state.

21 Q. Okay. Just give me an approximate?

22 A. Did you ask about the year?

23 Q. Yes, 2022.

24 A. I'm not sure because the local counsel network
25 is my -- that's one of the things that I do, and I don't

1 recall at the end of 2022 how many people I had in place
2 for that, so I'm not sure.

3 Q. Okay. You're unable to approximate?

4 A. Again, I don't want to give an approximation.

5 Q. Okay. How about in 2023, how many 1099's were
6 issued to local counsel for consumer debt resolution
7 services?

8 A. Probably more than 20, I would say.

9 Q. More than 20.

10 So more than 20 1099's?

11 A. Yes, but again, I don't get into how those tax
12 structures are in place. I'm pretty sure that we pay
13 with 1099's. But, again, some counsel have more than
14 one state. Some counsel have, like, three states. So,
15 again, I couldn't tell you for sure.

16 Q. In the time that Consumer Legal Group has been
17 doing business, has it been the subject of any
18 complaints by any State Attorney General Offices
19 concerning alleged violation of consumer protection
20 laws?

21 A. Not that I'm aware of.

22 Q. And what about Consumer Financial Protection
23 Bureau, were there any complaints concerning alleged
24 violations of consumer protection laws to your
25 knowledge?

1 A. Not that I'm aware.

2 MR. RICHARDS: Counsel, when you say
3 "complaints", you mean like actions filed against the
4 firm?

5 MR. ELGIDELY: No, I'm talking more in terms of
6 any investigations, any inquiries, any, you know, target
7 letters, or anything of that nature.

8 MR. RICHARDS: Okay. I think his answer is
9 sufficient then.

10 BY MR. ELGIDELY:

11 Q. Well, Mr. Redhun, do you agree in terms of when
12 I say "complaints", do you understand that includes
13 investigations, target, letters, inquiries, and anything
14 in relation to alleged violations of consumer protection
15 laws?

16 A. Yes.

17 Q. Okay. And your answer with regard to the State
18 Attorney General Offices, that's still no to your
19 knowledge; is that still your answer?

20 A. Correct.

21 Q. Okay. Great.

22 How about Consumer Financial Protection Bureau,
23 a no to your knowledge?

24 A. Correct.

25 Q. Okay. How about the Federal Trade Commission,

1 anything of that nature from the Federal Trade
2 Commission?

3 A. Not to my knowledge.

4 Q. Okay. I'm going to share my screen. Bear with
5 me for a moment.

6 Well, are you aware, sir, of what the Consumer
7 Legal Groups rating is with the Better Business Bureau?

8 A. No.

9 Q. Okay. Were you aware that the Consumer Legal
10 Group has an F rating with the Better Business Bureau?

11 A. I told you, I wasn't aware of what the rating
12 was.

13 MR. RICHARDS: Counsel, this is outside the
14 scope. And I can tell you that they service some of the
15 LPG files, they got wrongly dragged into Better Business
16 Bureau issues. And that was disclosed to the trustee,
17 and those were not from clients of CLG. Those were LPG
18 clients that filed complaints. So I'm not going to have
19 him get into that. But we did disclose that to the
20 trustee.

21 MR. ELGIDELY: I was asking the witness for his
22 testimony and the corporation's testimony.

23 Again, Mr. Richard, I would ask you not to
24 testify unless you are offering to be the witness in
25 today's deposition.

1 MR. RICHARDS: It's outside the scope.

2 BY MR. ELGIDELY:

3 Q. All right. Let me share my screen. Bear with
4 me. I'm trying to pull this up.

5 Mr. Redhun, are you able to see the document
6 that I pulled up from the Better Business Bureau?

7 A. Yes.

8 Q. Okay. Have you ever visited the Better
9 Business Bureau website concerning the information it
10 reports on Consumer Legal Group?

11 A. No.

12 Q. Okay. Do you see there it reflects an F BBB
13 rating?

14 A. You changed something on your screen.

15 Q. I'm sorry.

16 MR. RICHARDS: We're reading your notes,
17 Counsel. Should we close our eyes?

18 MR. ELGIDELY: No, that's fine. You can read
19 them.

20 MR. RICHARDS: All right. Let's move on,
21 Counsel. He doesn't know anything about the Better
22 Business Bureau.

23 MR. ELGIDELY: Mr. Richards, this is my
24 deposition, please. I'm not moving on, okay.

25 BY MR. ELGIDELY:

1 Q. Can you see that now, Mr. Redhun, the Better
2 Business Bureau rating?

3 A. Yes.

4 Q. Okay. And you see there it reports an F
5 rating?

6 A. Yes.

7 Q. Okay. And you see that there are several
8 complaints against the Consumer Legal Group; correct?

9 MR. RICHARDS: Hold on, please. Go back. It
10 says, "12 complaints closed"; correct?

11 MR. ELGIDELY: Okay. I'm not asking if they
12 were closed. They were opened, Mr. Richards. I'm
13 asking --

14 MR. RICHARDS: It says, "12 complaints closed."

15 MR. ELGIDELY: Mr. Richards, please.

16 BY MR. ELGIDELY:

17 Q. Mr. Redhun, do you see there are 12 customer
18 complaints against Consumer Legal Group reported with
19 the Better Business Bureau?

20 A. I can't say that they were reported to the
21 Better Business Bureau. What I could say is that the
22 screen reflects there were 12 complaints -- and you just
23 changed the screen, and I can't see.

24 Q. Right. Now, I'm pulling up the complaints,
25 sir, so that you can see what the subject of the

1 complaints are.

2 Do you see that there was an initial complaint
3 made on June 6, 2023?

4 A. I see what's stated there. I can't speak to
5 the complaint, obviously.

6 Q. Okay. And do you see there was another
7 complaint filed on May 15, 2023?

8 A. I see somebody filed something that's reported
9 on this website.

10 Q. Okay. And you see that there was another
11 complaint on May 3, 2023?

12 A. Same answer.

13 Q. A second complaint filed on May 3, 2023?

14 A. Yeah, but if you look at the complaint, it
15 says, "Our account with LPG."

16 Q. Right, but you recall that Consumer Legal Group
17 acquired accounts from LPG, over 12,000; correct?

18 A. Yes.

19 Q. Okay. And then it says, "By LPG, then Consumer
20 Legal."

21 You actually see the name "Consumer Legal
22 Group" in this complaint; correct?

23 A. I do.

24 Q. Okay. And then you see there's another
25 complaint filed on May 2, 2023?

1 A. Yeah. Could I read the complaint? Would you
2 let me read it for a second?

3 Q. Sure.

4 MR. RICHARDS: Counsel, I mean, if he doesn't
5 have personal knowledge of this, what facts are we
6 trying to elicit? I don't really understand the basis
7 of this.

8 MR. ELGIDELY: Okay. Mr. Richards --

9 MR. RICHARDS: If he knows about it, he should
10 answer it. But why are you showing him complaints --

11 MR. ELGIDELY: Mr. Richards, yet again, another
12 speaking objection.

13 You know, this is my first deposition I've ever
14 taken with somebody with so many speaking objections and
15 so much testimony provided by the lawyer.

16 The witness asked me to show him the complaint
17 on May 2, 2023, so that he can see it says, "This
18 company", referring to Consumer Legal Group, "keeps
19 withdrawing from my account, and I want it to stop.
20 This company is a scam. I will have to close my
21 account."

22 Did I read that correctly, Mr. Redhun?

23 A. Yes. And I will state that we have almost
24 always issued a refund to almost anybody that
25 complains.

1 Q. Okay. Well, let's talk about refunds.

2 Okay. And the complaint June 6, 2023, it says,
3 "These \$240.61 was refunded without the additional fee a
4 week later."

5 The complainant then goes on to say that he was
6 asked on June 2, 2023 that he needed to fill out a
7 refund request, and he asked "How or why? I don't have
8 a contract or request for services with them, so why
9 would I have to fill out a refund request for them to
10 refund me the money they weren't supposed to take out in
11 the first place? Then fraudulently withdraw my account,
12 and I'm only assuming that I will have to wait another
13 week for my \$240 to be refunded, not to mention the
14 total of \$58 in NSF fees I'll just have to swallow."

15 Did I read that correctly?

16 A. Yes.

17 Q. So you agree, sir, that the Better Business
18 Bureau website concerning Consumer Legal Group reflects
19 complaints concerning refunds to customers; correct?

20 A. Counsel, anybody can file a complaint about
21 anything they want on any website. That's not assuming
22 it's remotely factually accurate.

23 Q. Well, that's not my question, sir. I'm asking
24 you if the Better Business Bureau's website for Consumer
25 Legal Group reflects complaints about customers, whether

1 they were factually correct or incorrect, concerning
2 refunds to customers?

3 A. It only makes sense then to read the two items
4 that were beneath that complaint to give context to the
5 complaint.

6 Q. Okay. And in terms of the -- let me get back
7 on the screen here. Bear with me for one moment.

8 Okay. Sir, is there a reason why you don't
9 look at the Better Business Bureau website concerning
10 Consumer Legal Group in your capacity as one of the team
11 of lawyers at CLG?

12 A. It's not relevant to what I have to do.

13 Q. Okay. In your declaration you testified about
14 standard operating procedures that you implemented at
15 CLG; correct?

16 A. Correct.

17 Q. When were those SOPs implemented?

18 A. Initially, and then they get tweaked over
19 time.

20 Q. Okay. But when was "initially", sir? When
21 were they first implemented?

22 A. Well, I can't answer that. I don't know for
23 sure.

24 Q. Approximately?

25 A. When I first started, there may have been some

1 in place already. I'm not sure. But I know that when I
2 started, that was one of the things I took care of.

3 Q. Okay. Did you produce or did the company
4 produce to the Creditors Committee these standard
5 operating procedures that were first implemented and the
6 amendments thereto?

7 A. I don't know. I would have to ask counsel.

8 Q. Okay. Do you know whether the company produced
9 the standard operating procedures to the trustee?

10 A. Again, I would have to consult with counsel.
11 I've never produced anything directly to the trustee.

12 Q. Okay. You also reference in your declaration
13 policies and procedures that are maintained and utilized
14 by CLG; correct?

15 A. Maybe. I don't know. I don't have the
16 declaration in front of me.

17 Q. Well, as the witness for CLG, are you aware of
18 policies and procedures separate and apart from the SOPs
19 that are referenced in your declaration?

20 A. I would need a specific question to be able to
21 answer that specifically.

22 Q. Okay. Does CLG mean team policies and
23 procedures separate and apart from the standard
24 operating procedures?

25 A. Well, we have general policies. We have

1 specific SOPs. So I'm not sure exactly -- again, I'm
2 not trying to be evasive, but you're asking me a very
3 broad and general question, and I'm not able to answer
4 such a broad and general question.

5 Q. Okay. Were all of the policies that are
6 utilized in the operation of CLG's business produced to
7 the trustee and to the Creditors Committee?

8 A. I don't know. I don't have personal knowledge
9 about what was produced.

10 Q. Sir, I'm just trying to understand the basis
11 for the assertion and the motion and the trustee's
12 motion and declaration that CLG has substantial
13 experience in the consumer debt legal industry and a
14 history of providing legally compliant legal services to
15 its clients.

16 Do you know what those assertions are based
17 upon? What documents are those assertions based upon?

18 A. I don't know that they're based on specific
19 documents. That statement is based upon my experience,
20 you know, as well as the other attorneys in the
21 office.

22 Q. Okay. And the trustee also refers to CLG's
23 history experience in prior compliance with applicable
24 law.

25 And you recall that the New York Department of

1 State reflects the date of corporation of May 18, 2022.
2 So I'm trying to understand what documents CLG provided
3 to the trustee showing its long history experience in
4 compliance with applicable law?

5 Can you tell me what those documents were?

6 MR. RICHARDS: I'm going to object. It assumes
7 a fact not in evidence. Lack of personal knowledge.
8 Calls for speculation as to what the trustee and his
9 counsel put those arguments or comments in their papers,
10 and outside the scope.

11 BY MR. ELGIDELY:

12 Q. Okay. Let me pull up another document here.

13 MR. RICHARDS: Madam Court Reporter, we've been
14 going an hour whenever. You need to take a break, will
15 you let us know, please? Lawyers will keep talking if
16 you don't interrupt us.

17 THE STENOGRAPHER: Thank you.

18 MR. RICHARDS: You're welcome.

19 BY MR. ELGIDELY:

20 Q. Mr. Redhun, can you see the email that I pulled
21 up or do you still see my notes?

22 A. I see what looks to be an Outlook inbox.

23 Q. Okay. Do you see an email from Ronald Richards
24 to Nicholas Koffroth from my office?

25 A. I see a number of emails.

1 MR. ELGIDELY: Actually, let's take a
2 five-minute break so I can get these documents in order.
3 Hold on one second, please. We'll take five minutes.

4 THE WITNESS: Come back at 11:10?

5 MR. ELGIDELY: 11:10. Thank you.

6 (Off the record: 8:05 a.m. - 8:13 a.m.)

7 THE WITNESS: Before you ask anything, 9 or 10
8 of these complaints are related to LPG. And, obviously,
9 you know, we're not really responsible for what LBG is.
10 So to the extent there are two or three complaints
11 related to CLG, given the thousands of clients that we
12 do service, you know, those numbers kind of speak for
13 themselves. Even if all 12 were related to CLG, that
14 also is not even a drop in the bucket. That's an eye
15 drop of a drop.

16 BY MR. ELGIDELY:

17 Q. Mr. Redhun, are you now prepared to testify
18 what the number of clients that CLG had in the consumer
19 debt legal industry when before you weren't even able to
20 approximate the number?

21 A. I know there were thousands. Thousands is at
22 least two, and it goes into 900,000, right. I know that
23 there are thousands.

24 Q. Okay. I appreciate that information. And,
25 obviously, the complaints themselves and the responses

1 thereto are the best evidence of the nature of the
2 complaints.

3 So let's move forward, sir. So we were talking
4 at the break about the representations about the long
5 history that CLG had providing legally compliant
6 consumer debt legal services to clients. And my
7 questions were in relation to the standard operating
8 procedures and the policies and procedures.

9 Do you recall that?

10 A. Yes.

11 Q. Okay. And sitting here today, you can't recall
12 whether those SOPs and policies and procedures were
13 provided to the Chapter 11 trustee prior to the filing
14 of the sale motion?

15 A. That's correct. I don't know what was
16 produced.

17 Q. Okay. And is it the same answer with regard to
18 the Creditors Committee, you don't know if the SOP,
19 policies or procedures were filed to the financial
20 committee before the sales motion was filed?

21 A. That's correct.

22 Q. Mr. Richards has sent me an email on Saturday
23 morning attaching three documents. It's called "Partial
24 production" is the subject line. And what he attached
25 was an IRS employer identification number letter, a

1 certificate of corporation for CLG, and a supplemental
2 declaration that was signed by you.

3 Do you know if this was the extent of the
4 documentation that was provided to the trustee regarding
5 the long history that CLG had providing legally
6 compliant consumer debt legal services to clients?

7 MR. RICHARDS: I'm just going to object that it
8 misstates the transmission. It was not to you.

9 BY MR. ELGIDELY:

10 Q. Okay. It was to my firm; correct,
11 Mr. Richards?

12 MR. RICHARDS: It was to Mr. Nicholas
13 Koffroth.

14 BY MR. ELGIDELY:

15 Q. Nicholas Koffroth; correct?

16 MR. RICHARDS: Yes. I just don't want the
17 witness to get confused. I sent it to him, not to
18 you?

19 MR. ELGIDELY: All right. Thank you, Mr.
20 Richards.

21 BY MR. ELGIDELY:

22 Q. Mr. Redhun, my question is, the three documents
23 that are attached to Mr. Richards' email to the Fox
24 Rothschild Law Firm, are these the three documents that
25 were provided to the trustee to establish CLG's long

1 history of providing legally compliant legal services to
2 clients?

3 A. I don't know. I'm not the right person to
4 answer about what Mr. Richards might have produced to
5 somebody else.

6 Q. Okay. Who would be the right person?

7 A. Mr. Richards.

8 Q. Okay. So if we look in the employer
9 identification number letter here, are you able to see
10 that? I just opened it.

11 Are you able to see the letter, sir, on your
12 screen?

13 A. No. I see your email.

14 Q. Okay. Let me stop sharing the email and go to
15 the letter.

16 Do you see the letter now, sir?

17 A. Yes.

18 Q. And you'll see the letter is dated the same
19 date on the New York Department of State website
20 concerning the corporation date of CLG; correct?

21 A. I don't recall offhand what the CLG date of the
22 corporation was.

23 Q. Would you like me to go back to the website to
24 refresh your recollection?

25 A. If you need to. I'll stipulate that the date

1 of this notice, according to this document, states May
2 18, 2022.

3 Q. Okay. Do you have any reason to believe that
4 CLG had an employer identification number prior to May
5 18, 2022?

6 A. I don't understand the question, but I think I
7 understand what you're asking me.

8 I think but -- I have no way of answering that
9 one way or the other.

10 MR. RICHARDS: Mr. Elgidely, can you please
11 take that down? I'm going to call back the document.
12 Something didn't get redacted. I'm going to resend the
13 same document but redact the identifying personal
14 information. I'm going to send it right now. For some
15 reason, I see something that I intended to redact is
16 still on the screen so I'll send you one more version of
17 that with one more redaction.

18 BY MR. ELGIDELY:

19 Q. Mr. Redhun, do you know whether the Consumer
20 Legal Group entity that you're testifying on behalf of
21 today had an employer identification number prior to May
22 18, 2022?

23 A. I don't know one way or the other.

24 Q. Okay. Can you testify today about the
25 documents that you provided to the trustee to establish

1 CLG's long history of providing legally compliant legal
2 services to clients in the consumer debt legal industry?

3 A. Again, I can only testify about things I know.
4 I don't know what was produced to the trustee.

5 Q. Okay.

6 A. I'm happy to answer questions about CLG's
7 operations. I think that's what I'm here for.

8 MR. RICHARDS: Mr. Elgidely, I've now sent you
9 back the same document. You can repost it and use that
10 one. It's called "V2". I redacted the inadvertent
11 identifying information. Just let me know that you got
12 it. I apologize for not catching that.

13 MR. ELGIDELY: No problem.

14 BY MR. ELGIDELY:

15 Q. Mr. Redhun, were you aware that on May 25 of
16 this year, the trustee had filed a lawsuit against
17 Consumer Legal Group and others?

18 A. I'm aware that the trustee filed a suit. I
19 don't know about the date.

20 Q. Okay. If you look at the top of the complaint,
21 you'll see here it says May 25, 2023.

22 Do you see that here at the top of the
23 complaint?

24 A. I do.

25 Q. Do you have any reason to dispute that it was

1 filed on May 25, 2023?

2 A. No.

3 Q. Okay. And you see in the caption of the
4 complaint, it reflects Consumer Legal Group as a
5 defendant.

6 You see that on the bottom of the page there?

7 Q. Along with a bunch of other defendants?

8 A. Yes.

9 Q. In the complaint, sir, the trustee alleged that
10 the debtor transferred over 12,000 client files to
11 Consumer Legal Group.

12 Do you understand that?

13 A. Understand the allegation or understand that
14 the trustee made the allegation?

15 Q. Do you understand that that's what the trustee
16 was alleging in the lawsuit that the debtor fraudulently
17 transferred over 12,000 client files to CLG?

18 A. It's my understanding that the complaint
19 alleges a slew of things against a lot of different
20 people.

21 Q. Okay. Well, we can go to the exact
22 allegations.

23 Is it your testimony, sir, that you don't know
24 what the trustee was suing CLG for?

25 A. I know what I remember reading, but given that

1 we're taking a deposition with testimony and a lot of
2 interested people, let's go to the actual allegation.

3 Q. Sure. I'm happy to do that.

4 MR. RICHARDS: And just to caution the witness,
5 please don't testify to anything that I've told you
6 about the lawsuit or my impressions or comments.

7 THE WITNESS: Understood.

8 BY MR. ELGIDELY:

9 Q. Okay. Let me pull up the amended complaint
10 that was filed.

11 So you looked at the original complaint, sir,
12 right, and you saw the date was May 25, 2023; correct?

13 A. When you say "original", what do you mean?

14 Q. The first complaint?

15 A. Is there more than one?

16 Q. Yes. I'm going to pull up the amended
17 complaint.

18 Could you see this says "Complaint 4", and it
19 lists six causes of action against Consumer Legal Group?

20 A. I see that.

21 Q. Okay. And you see the date is May 25, 2023;
22 correct?

23 A. Yes.

24 Q. Okay. Thank you.

25 Let me pull up the amended complaint.

1 Sir, do you see an amended complaint that was
2 filed on June 15, 2023, by the trustee against Consumer
3 Legal Group and a host of other -- you see Consumer
4 Legal Group, LPC on page 2 of 31?

5 You see that there, sir?

6 A. Yes. I don't know that I've ever seen this
7 document before.

8 Q. Okay. And you see it says "amended complaint"
9 as opposed to what the other document just said
10 "complaint"; correct?

11 A. Yes.

12 Q. Okay. And let me get to the allegations
13 concerning Consumer Legal Group.

14 If you look at paragraph 67, sir, you see "In
15 addition to fraudulent client file transfers to the
16 alter egos described above, trustee is informed and
17 believes and based thereon alleges that Diab" --

18 Do you know who Diab is?

19 A. I know who the trustee alleges that he is.

20 Q. Have you had any conversations with Tony Diab
21 at any point in time?

22 A. Maybe.

23 Q. Okay. Why do you say "maybe"?

24 A. Because I'm not sure.

25 Q. Okay. What was the subject of that

1 conversation?

2 A. I don't recall. I haven't -- I don't think
3 I've spoken to Tony Diab in at least 10 months, I would
4 say.

5 Q. Okay. Do you know why you were speaking with
6 him 10 months ago, approximately?

7 A. I think I wanted to know who he was using as
8 local counsel in various states.

9 Q. I'm sorry. You broke up a moment ago.
10 Can you repeat what the nature of your
11 conversation was with Mr. Diab approximately 10 months
12 ago?

13 A. I think it had to do with finding local counsel
14 in the various states.

15 Q. Okay. How did you come to connect with
16 Mr. Diab?

17 A. I don't recall.

18 Q. Okay. It was just a random call? You just
19 punched some numbers in on your phone and Mr. Diab
20 answered or --

21 MR. RICHARDS: Objection. That's
22 argumentative. Come on.

23 BY MR. ELGIDELY:

24 Q. Mr. Redhun, did somebody introduce you to
25 Mr. Diab?

1 A. I don't think anybody introduced me. I think
2 that -- I knew that he was the principal of LPG, and he
3 had a network of local counsel. And I think I probably
4 reached out to him on a professional basis to see if he
5 would share with me his network.

6 Q. How did you know he was the principal of the
7 debtor?

8 A. I mean, you can look it up. But I don't recall
9 how I initially made that contact.

10 Q. Excuse me?

11 A. I don't recall how I initially made that
12 contact with him.

13 Q. Okay. Well, would you have any emails or any
14 documents that would reflect how you initially made
15 contact with Mr. Diab?

16 A. Unlikely.

17 Q. Why is it "unlikely"?

18 A. Because I remember speaking to him on the
19 phone.

20 Q. Was it just a Google search that led you to
21 Mr. Diab?

22 A. I don't recall, and I don't want to give a
23 speculative answer.

24 Q. Okay. Why was the debtor something that was of
25 interest to you approximately 10 months ago?

1 MR. RICHARDS: Objection.

2 THE WITNESS: That's not what I said.

3 MR. RICHARDS: That's vague. That misstates
4 his testimony, and we need to be specific. You mean,
5 LPG, why was that of interest or Tony Diab?

6 BY MR. ELGIDELY:

7 Q. Okay. Why was the debtor entity LPG, why did
8 you initiate a call approximately 10 months ago -- or
9 have a call approximately 10 months ago with Mr. Diab,
10 who you understood at the time was the principal of
11 LPG?

12 A. Because it's my understanding that he had a
13 network of local counsel in the various states, and I
14 knew that I needed to create my own local counsel
15 network. So why reinvent the wheel when I could see if
16 he would be willing to share his network with me.

17 Q. Okay. Well, sir, you're running your law firm,
18 Jason Redhun, P.C., at the time 10 months ago;
19 correct?

20 A. Yes.

21 Q. You weren't running Consumer Legal Group at the
22 time; correct?

23 A. Correct.

24 Q. So why was LPG's business and the network of
25 local counsel of interest to you approximately 10 months

1 before you even worked for Consumer Legal Group?

2 A. Because part of my work starting at CLG was to
3 create this network.

4 Q. Okay. So now you are testifying that you had
5 started CLG?

6 MR. RICHARDS: Objection. That misstates his
7 testimony.

8 BY MR. ELGIDELY:

9 Q. Sir, I'm sorry. You're breaking up a little
10 bit.

11 But I understood your testimony that part of
12 your work in starting CLG was to create this network of
13 local counsel?

14 MR. RICHARDS: That misstates his testimony --
15 hold on. Please give me an opportunity to object. That
16 misstates his testimony.

17 BY MR. ELGIDELY:

18 Q. So, Mr. Redhun, why don't you clarify your
19 testimony in that regard?

20 A. I didn't say that I started CLG.

21 Q. So why again was LPG's business approximately
22 10 months ago, you know, of relevance to you since you
23 didn't work for CLG at the time such that you needed to
24 contact Mr. Diab about the network of local counsel?

25 A. Part of the duties of mine at CLG is the local

1 counsel network. When I came to CLG, when I onboarded
2 at CLG, I knew that I had to set up that network.
3 Instead of starting to call random people all over, I
4 called somebody whom I believed already had a network in
5 place to see if they would share that network so I
6 didn't have to start from scratch.

7 Q. Okay. I'm only confused, Mr. Redhun, because
8 you testified that you started working for CLG a few
9 months ago. But now you're testifying that you
10 contacted Mr. Diab about a network of local counsel
11 approximately 10 months ago.

12 So in terms of the timeline, please, how do you
13 reconcile those two answers?

14 A. That's a good question. Because I don't know
15 that I officially came on board at CLG until after the
16 local counsel network was in place.

17 It could be when I approximated 10 months, I
18 was mistaken, which is why I approximated. It could be
19 that I was at CLG longer than a couple of months. I
20 don't have a timeline ready to go for you. But my
21 answer in terms of creating the network of local counsel
22 speaks for itself. That's one of the things I need to
23 do.

24 Q. Okay. So did you know whether Mr. Diab was a
25 licensed attorney approximately 10 months ago when you

1 had this call with him?

2 A. I had no idea nor was it of any interest -- I
3 could care less.

4 Q. How did you find Mr. Diab's phone number?

5 A. I don't recall.

6 Q. Okay. Did you send him any emails to initiate
7 the call or coordinate the scheduling of the call?

8 A. When you're asking something from somebody,
9 it's typical that you call up and maintain a friendly
10 approach as opposed to a very cold email.

11 Q. Okay. So is it your testimony that you did
12 coordinate the call prior to actually having the call?

13 A. When you say "coordinate", I'm not sure what
14 you mean.

15 Q. Okay. Did you say, please let me know if
16 you're available on such and such day at such time so
17 that we can have a call regarding your network of local
18 counsel or something to that effect?

19 A. I mean, I probably just called the way I
20 have -- I'm still trying to replace local counsel in
21 certain states to this day.

22 Q. Why didn't you call Mr. March? Why did you
23 call Mr. Diab?

24 A. I don't know. That's a good question.

25 Q. And at the time, were you contemplating the

1 formation of CLG when you called Mr. Diab?

2 A. That's not my prerogative. It wasn't me that
3 incorporates CLG. I had nothing to do with that.

4 Q. Okay. Were you contemplating CLG acquiring
5 LPG's business at the time of this phone call?

6 A. That's not a "me" question.

7 Q. Okay. I thought, Mr. Redhun, though you
8 testified that the reason you called Mr. Diab was to
9 establish this network of local counsel for purposes of
10 serving consumer clients; is that accurate?

11 A. That's accurate.

12 Q. Okay. And did you service consumer clients
13 through your individual P.C. prior to coming on board
14 with CLG?

15 A. Yes. I still do.

16 Q. Your law firm, your P.C. has a portfolio with
17 consumer clients that you represent with regard to
18 consumer debt services?

19 A. Now, it's a lot less than it once was.

20 Q. Okay. How much was it at its height?

21 A. I don't know that I could pinpoint a specific
22 area because there are times of my life and times of the
23 year where I was busy doing X kind of work. And
24 then sometimes the X kind of work would dwindle, and I
25 would pick up Y, or I'd start doing a little bit of Z.

1 And then, you know, A or B would come along, and I'd
2 focus on that even though I had some files left over
3 from X, Y, and Z. So it's tough to differentiate
4 between the lines. When you are solo and you have a
5 small operation, you are kind of doing different things
6 until certain things take on more precedence than
7 others.

8 Q. Okay. And this is the time during which you
9 were a subtenant of Hidrock Properties; correct?

10 A. I don't recall because I've moved offices, I'd
11 say, in the last year and a half.

12 Q. Okay. Going back to paragraph 67 of the
13 complaint.

14 The trustee alleges that the LPG fraudulently
15 transferred files without client consent to various
16 fraudulent transferees.

17 Do you see that in paragraph 67?

18 A. I see the allegation.

19 Q. And in paragraph 69, "The trustee alleges that
20 at or around the petition date, Diab admitted that LPG
21 had transferred or sold approximately" -- and then it
22 goes on -- "12,000 files to CLG, approximately \$3.3
23 million in revenue."

24 Were you aware that was what the trustee was
25 alleging in or about June 2023?

1 A. No.

2 Q. You had no idea what the trustee was alleging
3 against CLG in June of 2023?

4 A. I was not aware that there was a complaint
5 filed.

6 Q. Okay. That's not my question, sir.

7 My question is, did you understand the trustee
8 was alleging in his lawsuit against CLG that the debtor,
9 LPG, had fraudulently transferred 12,000 files
10 approximately to CLG and that represented approximately
11 \$3.3 million in revenue?

12 Did you understand that's what the trustee was
13 suing CLG for?

14 A. No, because I was unaware that there was
15 another complaint filed.

16 Q. You weren't aware that's what the original
17 complaint alleged, sir?

18 A. If they are similar allegations in the original
19 complaint, then yes, I was aware of what the similar
20 allegation was in the original complaint.

21 Q. Okay. When did you first become aware that LPG
22 was suing CLG?

23 A. I don't have an exact date. Within the last
24 couple of months, I would say.

25 Q. Okay. So for approximately the last couple of

1 months, you knew that the trustee was suing CLG;
2 correct?

3 A. Yes.

4 Q. And you knew that it related to LPG's transfer
5 of approximately 12,000 files to CLG; correct?

6 A. I knew that was the claim that the trustee was
7 making.

8 Q. Correct. You knew that for approximately the
9 last couple of months; correct?

10 A. Yeah, that's why CLG was named in the first
11 place.

12 Q. Okay. And you know that the trustee was
13 alleging that the file transfer represented
14 approximately \$3.3 million in revenue for the past
15 couple of months?

16 A. I don't know if I knew that.

17 Q. Okay. What, if any, involvement did you have
18 on behalf of CLG relating to these file transfers?

19 A. None related to the transfers, except for our
20 duties in servicing them when they came to CLG and
21 working on those files.

22 Q. Do you know how the company became aware of the
23 opportunity to acquire these files?

24 A. I'm not aware. I'm not entirely certain.
25 Again, it's not something I deal with.

1 Q. I'm sorry. I couldn't hear you. Your signal
2 broke up for a minute.

3 MR. RICHARDS: You didn't hear his answer,
4 Mr. Elgidely?

5 MR. ELGIDELY: I did not.

6 MR. RICHARDS: Okay. Can the court reporter
7 read it back?

8 (The stenographer read back the answer.)

9 BY MR. ELGIDELY:

10 Q. So, Mr. Redhun, you indicated that
11 approximately 10 months ago you contacted Mr. Diab
12 regarding his network of local counsel; correct?

13 A. That was my testimony, yes.

14 Q. Okay. And sitting here today as the
15 representative of the company in response to the company
16 subpoena, is it your testimony that you don't have any
17 idea how CLG first learned of the opportunity to acquire
18 the LPG files?

19 A. That's correct. I deal with the legal end of
20 it. I don't deal with anything else.

21 Q. Okay. Who would have dealt with the
22 acquisition of these files from LPG? Who at CLG?

23 A. I don't know.

24 Q. Were you aware that the company has a duty to
25 designate an individual that has knowledge concerning

1 the subject matters that are set forth in the Committee
2 subpoena?

3 MR. RICHARDS: I'm going to object. Now,
4 you're asking him for privilege, work-product, and his
5 own legal opinion. We went through the categories he
6 would testify to, and so this is an argumentative
7 question.

8 MR. ELGIDELY: Okay. I disagree, Mr. Richards,
9 and again note your speaking objection.

10 BY MR. ELGIDELY:

11 Q. Mr. Redhun, what if any efforts did you make to
12 identify an individual at CLG who could testify about
13 the acquisition of LPG's files which is set forth in the
14 trustee's complaints?

15 MR. RICHARDS: I'm going to object. It's not
16 in your deposition notice that specific category.

17 BY MR. ELGIDELY:

18 Q. Okay. Mr. Redhun, what did you do?

19 A. Well, we previously had a call and agreed to a
20 scope of what the questions would be at this deposition.
21 And I don't know that this was specified as part of that
22 list, but I'm here to testify and answer questions about
23 CLG's business and legal operations.

24 Q. Would Mr. Weber be the individual that is able
25 to testify concerning CLG's acquisition of files from

1 LPG?

2 A. I don't know.

3 Q. So your testimony, sir, under oath today is
4 that you have no idea who at CLG has knowledge
5 concerning its acquisition of files from LPG?

6 A. No, that's not my knowledge.

7 Q. What is it then?

8 A. What is that?

9 Q. What is it? Who is the individual? If you
10 have knowledge, please tell me who those individuals
11 are?

12 A. I don't know that -- sorry. Go ahead,
13 Richard.

14 MR. RICHARDS: Counsel, the witness is prepared
15 to testify to the things he was designated for. Now
16 you're saying, please tell me who the individuals are
17 when this witness isn't designated. How can he answer
18 that truthfully unless he personally interviewed to
19 figure out who was part of that transaction? This is
20 not an appropriate question. You're trying to trick the
21 witness. He's not designated for this.

22 MR. ELGIDELY: The Committee issued a subpoena
23 to CLG's corporate representative and listed 20
24 categories of subject matters that would be -- that the
25 witness -- that we sought testimony concerning.

1 During our prior call, Mr. Richards, you
2 indicated that Mr. Redhun could not testify to certain
3 areas, but that doesn't excuse CLG from providing other
4 witnesses who could testify to those other subject
5 matters.

6 So because the issue of good faith relates to
7 the relationship and dealings between CLG and LPG prior
8 to the bankruptcy filing, the knowledge of a CLG witness
9 concerning the relationship and transactions between
10 those parties is absolutely relevant.

11 And I'm just trying to determine. I'm not
12 asking the witness what occurred, you know, with regard
13 to these transactions.

14 I'm asking him, based upon his experience as
15 the senior lawyer at CLG, who at CLG has knowledge
16 concerning its acquisition of files from LPG before the
17 bankruptcy.

18 MR. RICHARDS: Respectfully, I think we're
19 talking past each other. All I said was, he simply was
20 not engaged in preparation for this deposition to answer
21 those questions. We also told you on such short notice,
22 this is who we would be producing to answer these
23 categories.

24 We didn't limit perspective if you had to take
25 another deposition in the future, someone on other

1 categories.

2 But it's not fair to ask this witness on a
3 transaction he didn't participate in who would be the
4 people that would have knowledge when he was never
5 prepared to testify to that.

6 So let's move on to another subject because
7 he's not going to be able to tell you the parties to
8 that specific transaction because I didn't prep him for
9 that, he wasn't designated for that, and we told you
10 that before we did the deposition.

11 And you're implying on the record that we
12 somehow had a duty to produce someone else, when we
13 expressly told you, here's the only person we're going
14 to produce to answer these operational categories.

15 Like I said, other stuff that you need for the
16 purpose of the motion, I'm going to get you separately
17 and send it over. So I'm happy to work with you and
18 cooperate with you, but let's not burden this witness
19 who has been testifying now for an hour and 45 minutes
20 of things he has no personal knowledge of. It's not
21 fair to him.

22 MR. ELGIDELY: First of all, the time crunch,
23 the Committee didn't commit the time crunch. CLG and
24 LPG created the time crunch.

25 Secondly, you indicated you were designating

1 this witness. We didn't choose the witness. We chose
2 the categories of testimony and the scope of testimony
3 that the Committee was seeking.

4 So you can't just select a witness with limited
5 knowledge and then, you know, tie the hands behind the
6 back of the Committee regarding the scope.

7 This witness purports to be the senior attorney
8 at CLG regarding this consumer debt practice. And
9 certainly in his experience and his knowledge as to the
10 acquisition of over 12,000 files from LPG, he can
11 testify about who at the company may have knowledge
12 concerning that transaction. That's absolutely relevant
13 to CLG's good faith.

14 So I'm going to continue the questioning.

15 BY MR. ELGIDELY:

16 Q. Mr. Redhun, does John Borelli have knowledge
17 concerning the acquisition of LPG files?

18 A. No.

19 Q. How about Albert Hamowi?

20 A. No.

21 Q. How about Jack Gross?

22 A. Unlikely.

23 Q. How about Pandy Shen?

24 A. Unlikely.

25 Q. How about Danitza Campbell?

1 A. Unlikely.

2 Q. How about Ben Ozur?

3 A. No.

4 Q. How about Mr. Weber?

5 A. Potentially.

6 Q. Okay. Thank you.

7 So sitting here today, you have no knowledge
8 about how the opportunity to acquire these files from
9 LPG came about; is that your testimony?

10 A. No, I'm saying that I'm not -- I'm not sure. I
11 know that they're -- there's probably a very simple
12 answer that I'm not privy to.

13 The same way that an associate at a law firm is
14 given an assignment and he's told to work on that, and
15 that's kind of the scope of his work and his
16 involvement.

17 Q. Okay. And is it your testimony that it's pure
18 coincidence that you contacted Tony Diab 10 months ago
19 concerning his network and local counsel and CLG's
20 subsequent acquisition of approximately 12,000 files
21 from LPG, that's pure coincidence?

22 A. Not a coincidence.

23 Q. Okay. Were they related then?

24 A. No.

25 Q. If it's not related and it's not coincidence,

1 what is it?

2 A. Because if you have a business that operates
3 and does similar work than you, it is not unreasonable
4 to reach out, to go ahead and get samples that way.
5 I'll call certain colleagues of mine and say, hey, do
6 you have a memo of law on a specific performance issue
7 when the seller died? That I do all the time in my
8 practice. So it's not unreasonable to think to call up
9 people that may be able to point you in the right
10 direction to getting your job done.

11 Q. Okay. Did your call with Tony Diab
12 approximately 10 months ago spur conversations
13 concerning the acquisition of LPG files?

14 A. No, because that's not something that I dealt
15 with, have any involvement, I'm responsible for, or I'm
16 nothing like that. I'm a boots on the ground person.

17 Q. So CLG's subsequent acquisition of LPG files
18 had nothing to do with your call with Tony Diab
19 approximately 10 months ago; is that your testimony?

20 A. I believe so, yes. That's correct.

21 Q. What, if any, consideration did CLG pay for the
22 12,000 files?

23 A. I don't know. I would have to find out who
24 would know the answer to that question.

25 Q. Do you know whether CLG had performed an

1 appraisal or a valuation of the compliant files before
2 it acquired them?

3 A. I don't know that we did. But, again, I don't
4 know.

5 Q. Where are the closing documents maintained for
6 CLG's acquisition of client files from LPG?

7 A. I need to think about that. I'm not really
8 sure.

9 Q. Okay. Again, you're the senior attorney at CLG
10 that handles these consumer debt files?

11 A. I am an attorney working at a law firm that
12 services clients. There's a difference between a
13 rainmaker and a guy that sits in an office, or a
14 female -- I don't mean to go into that -- but there's a
15 difference between somebody whose job it is to bring
16 business into the firm and somebody's whose job it is to
17 bring in the actual work. I'm the person who does the
18 work.

19 Q. Who is CLG's rainmaker?

20 A. I was giving you a metaphor basically outlining
21 the distinguishing factor between what I do and what I
22 don't do.

23 Q. And in your experience as the senior attorney
24 at CLG overseeing the team of lawyers on consumer debt
25 files, you don't know who the rainmaker is during that

1 period of time?

2 A. My job and my role is to make sure that when
3 clients have files with suits attached to them that were
4 coming in, they're being handled efficiently, by
5 confident people, where things are not falling through
6 the cracks, we're getting information from the clients,
7 relaying that information, and we're taking care and
8 protecting the client's interest. That's not my job.
9 That's what we do at CLG. That's our role.

10 We are there to represent mostly people that
11 cannot afford proper legal representation who are being
12 sued and heavily outmatched by well-resourced and
13 powerful corporate institutions. And these individuals
14 who can never, in their wildest dreams, afford an
15 attorney at Fox Rothschild, who would otherwise be left
16 unrepresented, defending themselves, pro se by huge
17 collection corporations, we are the last line of the
18 defense between those individuals and them having their
19 financial condition turned upside down, having judgments
20 entered against them, having their wages garnished, and
21 having their homes and assets taken away. That's what
22 I'm charge of.

23 Q. Okay. But being in charge of a team of seven
24 lawyers, including yourself, you don't know who was
25 involved in acquiring the client files from LPG; is that

1 your testimony?

2 A. Servicing these clients is more than a
3 full-time job. We go from putting out fire to fire --
4 well, thankfully recently, those fires are no longer as
5 prudent as they once were.

6 Q. Sir, again, my question is limited to your
7 knowledge about who was involved in the acquisition of
8 files from LPG.

9 And it's your testimony that as the senior
10 lawyer at CLG and the individual that signed the asset
11 purchase agreement as an agent, the person that's been
12 designated by the company for the deposition today, you
13 have no knowledge of what individual or what individuals
14 were involved on behalf of CLG in the acquisition of LPG
15 files; is that your testimony?

16 A. You asked a very loaded and compounded
17 question.

18 I can tell you what we've been working on in
19 connection with the case that we're all here about in
20 terms of why --

21 Q. Sir, I'll rephrase the question.

22 Who was involved at CLG in the acquisition of
23 files from LPG?

24 A. I don't have the answer to that right now.

25 MR. ELGIDELY: Okay. Thank you.

1 All right. The time is 11:52 Eastern Time. I
2 understand that you have a court appearance, Mr. Redhun.

3 How long do you anticipate that court
4 appearance will take?

5 THE WITNESS: I don't know. The last two times
6 the court attorney was delayed for about 15 minutes, and
7 then the whole conference lasted anywhere between
8 20 minutes and 30 minutes. So let's give me 45 minutes
9 to cover myself. And if I'm not back, it's because I'm
10 still on that conference.

11 MR. ELGIDELY: Okay. So we'll resume the
12 deposition at 12:45 Eastern Time; is that acceptable to
13 you? Or would you prefer 1 o'clock to give you a little
14 bit more time?

15 THE WITNESS: No, I want to get this over with
16 so let's keep it 12:45. And what I'll do is, I'll email
17 Mr. Richards, and I'll tell him if I'm delayed or not.

18 MR. ELGIDELY: Okay. So we'll all sign back on
19 at 12:45 Eastern Time. And just to give you a sense of
20 how long it will take, maybe another hour to 90 minutes.
21 I don't anticipate that we'll be going much longer, but
22 we'll sign back on at 12:45 Eastern.

23 (Off the record: 8:53 a.m. - 10:04 a.m.)

24 BY MR. ELGIDELY:

25 Q. Good afternoon, Mr. Redhun.

1 A. Good afternoon.

2 Q. Just to remind you, you are still under oath.
3 Do you understand that?

4 A. Yes.

5 Q. Okay. Great.

6 Mr. Redhun, before we had taken a break, we
7 were talking about the trustee's complaint against CLG
8 that was filed on May 25th.

9 Do you recall that?

10 A. Yes.

11 Q. Okay. Do you know why CLG has not filed an
12 answer to the complaint in the past two months?

13 A. I was --

14 MR. RICHARDS: Hold on. That calls for
15 attorney-client privilege, work-product, and that's in
16 our stipulation. You probably don't know that because
17 you're not the main counsel, but there's a stipulation
18 giving us an extension of time.

19 BY MR. ELGIDELY:

20 Q. Okay. Let me go to share my screen. Bear with
21 me for one second.

22 Mr. Redhun, I've put on the screen a
23 stipulation. I don't think it's the stipulation that
24 Mr. Richards was referring to, but it was filed with the
25 court on July 6, the day before the motion to sell was

1 filed. And it is a stipulation in the lawsuit regarding
2 the partial settlement of claims and modification of the
3 order on the trustees omnibus emergency motion as to
4 covered parties and Defendants Consumer Legal Group,
5 P.C. and LGS Holdco LLC.

6 Are you familiar with this stipulation, sir?

7 A. I think so. I would prefer to see all 13
8 pages. So if you could zoom out so I could see the
9 entire complex?

10 MR. RICHARDS: Mr. Elgidely, that was the
11 stipulation I was referring to. There should be a
12 provision in there that has an extension.

13 BY MR. ELGIDELY:

14 Q. Before I go through all the 13 pages,
15 Mr. Redhun, I just want to ask you, on the 13th page, is
16 that your signature on behalf of Consumer Legal Group,
17 P.C?

18 A. Yes.

19 Q. Okay. Do you know why an owner, officer, or
20 director of Consumer Legal Group, P.C. did not sign this
21 stipulation?

22 A. No.

23 What's the date on this?

24 Q. The day before the motion to settle was filed,
25 July 6, but you signed it, it looks like, on June 29.

1 Do you see that to the left of your signature
2 block?

3 A. Yeah. I do see that.

4 I don't know why I signed it as opposed to
5 anybody else. I know that I've been working on it with
6 everything so maybe that's the answer.

7 Q. Okay. Did you have any discussions with
8 anybody at Consumer Legal Group other than Mr. Richards
9 concerning the motions that culminated in this
10 stipulation?

11 A. Yes.

12 Q. Who did you discuss it with?

13 A. Mr. Weber.

14 Q. Okay. And what did you say to Mr. Weber?

15 A. I think that might be privileged.

16 Q. You're a party to the lawsuit. One corporate
17 representative speaking to another corporate
18 representative, what is the basis of your privilege
19 assertion?

20 A. Well, that would certainly fall within the
21 context of document or information prepared in the
22 contemplation of litigation, which is privileged.

23 Q. Do you represent -- are you the attorney for
24 Consumer Legal Group in this litigation?

25 Have you filed an appearance?

1 A. No.

2 Q. Okay. Has Mr. Weber?

3 A. Not that I'm aware of.

4 Q. Okay. So sitting here today, you are unwilling
5 to tell me what you and Mr. Weber discussed concerning
6 the negotiations that culminated in this stipulation?

7 A. Well --

8 MR. RICHARDS: My only objection is, it's lack
9 of personal knowledge and assumes a fact not in evidence
10 with respect to his negotiations.

11 MR. ELGIDELY: He said he just talked to
12 Mr. Weber. I mean, how is that lack of personal
13 knowledge? I asked him, did he have any communications
14 with other representatives of Consumer Legal Group other
15 than you, Mr. Richards, concerning the negotiations that
16 culminated in this stipulation, and he testified, yes,
17 Mr. Weber. And so I think he has personal knowledge of
18 what he said to Mr. Weber and what Mr. Weber said to him
19 and those are non-privileged.

20 MR. RICHARDS: I'm not quarreling with you. I
21 was just trying to point out that I negotiated with the
22 trustee one-on-one with his counsel and that there was
23 no negotiation. You used the word "negotiation" in your
24 question with Redhun for this stipulation. That's all
25 I'm telling you. I don't know what he talked about with

1 Mr. Weber, and if it was him passing along a message for
2 me. I don't know.

3 MR. ELGIDELY: That's why I asked him. This is
4 fair game.

5 BY MR. ELGIDELY:

6 Q. Mr. Redhun, unless Mr. Richards is going to
7 assert the attorney-client privilege in response to my
8 question concerning what discussions you had with
9 Mr. Weber that resulted in this stipulation, you'll have
10 to answer the question, sir?

11 A. Well, I think that any communication between
12 parties themselves concerning pending litigation, which
13 results in a stipulation that gets filed in court, are
14 certainly protected by the attorney-client privilege or
15 work-product.

16 MR. ELGIDELY: Mr. Richards, is that your
17 position?

18 MR. RICHARDS: Come on, Counsel. Did I make an
19 objection or instruction?

20 MR. ELGIDELY: No, but --

21 MR. RICHARDS: Hold on. He's in New York. He
22 runs his law office. I don't know the context. I don't
23 know if he's passing on a message. I'd have to go
24 off-line and explore the privilege, and we don't have
25 the time to do that.

1 I'm not saying anything right now. He's a
2 lawyer. He knows what he's doing with respect to
3 privilege, and I don't know what privilege he's
4 referring to.

5 Again, I don't know. I'm just saying, I didn't
6 make an objection or an instruction to that question.
7 And I can't -- without further talking to my client, I
8 can't help out or not help up. He's going to have to
9 make that decision on his own.

10 BY MR. ELGIDELY:

11 Q. Mr. Redhun, you signed the NSF purchase
12 agreement as an agent for Consumer Legal Group;
13 correct?

14 A. Yes.

15 Q. Okay. You signed this stipulation as the
16 authorized representative of Consumer Legal Group;
17 correct?

18 A. Yes.

19 Q. Okay. Earlier you testified, as evidenced in
20 the two declarations you filed in support of the motion
21 to sell, that you were the senior attorney handling the
22 subject files at Consumer Legal Group overseeing a team
23 of four full-time attorneys, three part-time attorneys,
24 and eight paralegals; correct?

25 A. Yes.

1 Q. Okay. When you had conversations with
2 Mr. Webber concerning the terms and conditions of this
3 stipulation, were you speaking to him as a
4 representative of Consumer Legal Group?

5 A. I was speaking to him as an attorney working at
6 Consumer Legal Group.

7 Q. Okay. So is it your position that every
8 communication you had with Mr. Weber, you had as an
9 attorney that was subject to the attorney-client
10 privilege?

11 MR. RICHARDS: I'm going to object. That's
12 overbroad, that question, and it misstates his
13 testimony.

14 MR. ELGIDELY: It's intentionally broad.
15 BY MR. ELGIDELY:

16 Q. So again, Mr. Redhun, is it your testimony that
17 every conversation you had with Mr. Weber was in your
18 capacity as an attorney, and therefore, protected from
19 disclosure by the attorney-client privilege?

20 A. No, not every communication.

21 Q. Okay. So did you render advice to Mr. Weber
22 regarding the terms and conditions of this stipulation
23 during these conversations?

24 A. Well, which conversations are you referring to
25 because you just conceded that you asked a very broad

1 question?

2 Q. I'm asking about the stipulation, sir.

3 Did you render legal advice to Mr. Weber
4 concerning the terms and conditions of the stipulation
5 with the trustee?

6 A. I think any answer that I would give you, other
7 than my answers immune from response from this because
8 of the attorney-client privilege, might theoretically
9 waive that privilege, and it's not proper here.

10 Q. Again my question, sir, is, when you discussed
11 the terms and conditions of the stipulation that was
12 ultimately filed with the court on July 6, 2023, with
13 Mr. Weber, did you render legal advice to Mr. Weber
14 concerning those terms and conditions? That's a yes or
15 no answer.

16 A. I have to think if I can even answer that
17 question yes or no without violating the privilege.
18 Give me a second.

19 Q. How much time do you need to think, sir? Do
20 you want to take a five-minute break?

21 A. Sure.

22 MR. RICHARDS: Mr. Elgidely, then I'm going to
23 instruct him to call me because I have no way of
24 understanding this issue.

25 Is that okay with you? Not that he's

1 precluded, but I just want to disclose I'm going to talk
2 to him now because you're taking a break, and I don't
3 understand the issues.

4 MR. ELGIDELY: Mr. Richards, you said, I didn't
5 invoke the objection, he did. He's an attorney. He
6 knows what the attorney-client privilege is.

7 So again, during my deposition, I don't want
8 him to confer with you, Mr. Richards. It is either it
9 is privileged and you, Mr. Richards, as counsel of
10 record are invoking the privilege on behalf of the
11 client or supporting the client's invocation of the
12 privilege or it's not privileged. So I just want an
13 answer. Yes, we'll take five minutes.

14 MR. RICHARDS: Hold on. I'm not agreeing to go
15 off the record yet.

16 In California, we don't have a rule you can't
17 talk to your client during the deposition. I'm just
18 letting you know, I know some states do. There's
19 nothing improper. The local rules don't like it when
20 there's a question pending, but he has a constitutional
21 right to talk to his lawyer, and there's no preclusion
22 whatsoever in California.

23 So I'm letting you know right now that, if you
24 want to take a break -- he's going to ask me my opinion
25 on the privileged issue because he has a right to do

1 that, and I'm going to invite him to do that. If you
2 don't want him to ask me, we should not take a break,
3 and you should either accept what he's saying, ask
4 further questions, or move on.

5 I just want you to let you know, if we take a
6 break, that will happen. I'm just disclosing it so you
7 have an opportunity to ask some more questions before I
8 talk to him.

9 MR. ELGIDELY: Okay. Mr. Richards, I'm not
10 going to take a break. I disagree with you regarding
11 California law. You can't consult with counsel while a
12 question is pending. You can consult with counsel, I
13 agree with that, but you can't consult with counsel
14 regarding a pending question before the question is
15 answered.

16 So I'll move on. And I don't agree that it's
17 privileged, but I'll move on in the interest of time.

18 MR. RICHARDS: No problem. I just want to also
19 point out, he did answer the question. You just didn't
20 like his answer, and we can move on.

21 MR. ELGIDELY: He would not testify about what
22 he said to Mr. Weber. He didn't answer that question,
23 Mr. Richards. He said he had conversations, and I asked
24 him what the conversations were. And I asked, did you
25 give legal advice, and he said I can't even answer that

1 question. I can't answer yes or not because it might
2 waive the privilege. I'm going to move on. Let's not
3 waste any more time on this.

4 MR. RICHARDS: You got it.

5 BY MR. ELGIDELY:

6 Q. But your testimony, Mr. Redhun, was there were
7 conversations with Mr. Weber concerning the terms of the
8 conditions of this stipulation; correct?

9 A. I don't think you asked me in the plural. I
10 think you asked me if I spoke with Mr. Weber, and I
11 think I answered that in the affirmative.

12 Q. Was it just one conversation or were there
13 multiple conversations?

14 A. I don't recall. There was certainly one.

15 Q. Okay. Do you recall whether that conversation
16 was before or after you signed the stipulation on behalf
17 of the company?

18 A. I don't recall.

19 Q. Mr. Richards was your counsel of record at the
20 time this stipulation was being negotiated; correct?

21 A. He was counsel for Consumer Legal Group.

22 Q. Right. That's what I mean.

23 Well, you're here on behalf of Consumer Legal
24 Group; correct?

25 A. Yes.

1 Q. Okay. So Mr. Richards was counsel of record
2 for Consumer Legal Group at all relevant times during
3 the adversary proceeding from May 25 through the present
4 day; correct?

5 A. That's my understanding.

6 Q. Does Consumer Legal Group have any other
7 counsel of record in the adversary proceeding followed
8 by the trustee?

9 A. I don't know.

10 MR. RICHARDS: Mr. Elgidely, just to point out,
11 there are two firms Greenspoon Marder and my office so
12 we have a truthful record.

13 MR. ELGIDELY: Okay. I appreciate that.

14 MR. RICHARDS: Those are the two law firms
15 representing CLG, Greenspoon Marder, specifically Dan
16 Lev and myself, Law Offices of Ronald Richards &
17 Associates, A.P.C. Both bar and admitted to the Central
18 District Bankruptcy Court.

19 MR. ELGIDELY: Okay. I was just going to the
20 signature block to see if any of the attorneys from CLG
21 signed it, but I don't see any of the attorneys'
22 signatures.

23 MR. RICHARDS: Just for the record, that's
24 because we haven't made an appearance in the case yet
25 because the stipulation provided an extension. That's

1 why.

2 MR. ELGIDELY: Understood. Thank you.

3 BY MR. ELGIDELY:

4 Q. So, Mr. Redhun, looking to the terms of the
5 stipulation in the opening paragraph, it says that
6 "Consumer Legal Group, P.C. along with its related
7 company LGS Holdco, LLC."

8 Do you see that in the first paragraph?

9 A. Yes, I do.

10 Q. How is LGS Holdco related to CLG?

11 A. It's my understanding that they are related
12 with respect to capital and financing.

13 Q. What do you mean by that?

14 A. I don't understand the question.

15 Q. Well, you said they were related regarding
16 capital and financing, and I'm asking you to explain
17 that.

18 What does that mean?

19 A. I think that LGS Holdco has loaned money to
20 Consumer Legal Group.

21 Q. Typically, when a company like -- such as a
22 bank, loans money to a customer as a borrower, that's an
23 arms length relationship; correct? That doesn't make
24 them related?

25 A. I'm not going to answer hypotheticals or

1 questions about "typical".

2 Q. Okay. So I'm asking you, other than the fact
3 that LGS Holdco, LLC loaned money to Consumer Legal
4 Group, P.C., what if any other relationship exists
5 between the two entities?

6 A. I think that is the extent of their
7 relationship.

8 Q. Okay. There's no common ownership of these two
9 entities?

10 MR. RICHARDS: I'm going to object. It
11 misstates the evidence. He already testified to that.

12 MR. ELGIDELY: Okay. I'm asking the questions,
13 Mr. Richards. You can object. It's noted for the
14 record.

15 BY MR. ELGIDELY:

16 Q. I didn't hear an answer.

17 Mr. Redhun, is there any common ownership
18 between Consumer Legal Group and LGS Holdco?

19 A. Not to my knowledge.

20 Q. Okay. Any common officers or directors?

21 A. Not to my knowledge.

22 Q. Was LGS Holdco involved in fundings CLG's
23 acquisition of the 12,000 plus files from LPG in early
24 2023?

25 A. I'm not entirely sure. That's my answer. I

1 know I left you hanging on the end, but I'm not entirely
2 sure.

3 Q. Okay. Do you know what LGS stands for?

4 A. I do not.

5 Q. In Section 1.3 of the stipulation, it contains
6 various deliverables by CLG.

7 Do you want to take a moment to review 1.3?

8 A. Yeah. Do me a favor and zoom out?

9 Q. Can you still read it?

10 A. Yeah, it's clearly cut off on the bottom.

11 Q. I'm going to scroll down as you read to get to
12 that section.

13 Okay. Did you read 1.3 through (i) to the
14 bottom of page 4 -- strike that. Let me try it a
15 different way.

16 Does Section 1.3 provides that "Within seven
17 calendar days of CLG's signature of this stipulation,
18 CLG will provide a declaration to the trustee under
19 penalty of perjury from its managing attorney attesting
20 to the following."

21 And in Roman (i) it says, "CLG's lack of any
22 personal business, or financial arrangements with LPG or
23 Tony Diab, aside from its purchase of the CLG acquired
24 clients or anything else that has been disclosed to
25 trustee."

1 Did I read that correctly?

2 A. Yes.

3 Q. Was such a declaration provided to the
4 trustee?

5 A. I don't know.

6 Q. You signed this stipulation, sir, obligating
7 the company to provide this declaration within seven
8 calendar days of June -- we'll call it June 30, the last
9 signer of the stipulation, and today is July 17.

10 So sitting here today, you don't know if this
11 declaration has been provided to the trustee pursuant to
12 1.3 (i)?

13 A. I don't have any personal knowledge whether a
14 declaration was provided to the trustee.

15 Q. Okay.

16 A. If your question is, if I provided one to the
17 trustee, I have not provided anything to the trustee
18 directly.

19 Q. Okay. Do you know who the managing attorney of
20 CLG is?

21 A. It might be me.

22 Q. Who else could it be?

23 A. Jack, but it's probably me.

24 Q. Okay. Did you sign such a declaration within
25 seven calendar days of your signature of the

1 stipulation?

2 A. I believe so.

3 Q. Okay. Can you email that to me?

4 Are you at a location where you could email
5 that declaration to me?

6 MR. RICHARDS: Counsel, we provided two
7 declarations at the request of the trustee, and then we
8 set up this deposition. So the parties to the agreement
9 have not -- and the judge continued the hearing on the
10 motion to the date of the sale.

11 There's not a separate declaration he signed
12 other than the two that we've been provided. If the
13 trustee needs a third that's going to say the same thing
14 that he's going to testify to today, I'm sure they'll
15 ask us for one.

16 But I'm letting you know that we got redirected
17 on other things, and the stipulation has not been
18 approved yet. And so if there's something missing, the
19 trustee would let us know if they want a third
20 declaration, but we've gone back and forth.

21 So I don't have anything to send you other than
22 the two we've sent you which should cover that concern.
23 But if it doesn't, the trustee will let us know and
24 we'll provide a third.

25 There's a reason why one was not provided. So

1 I don't think we should spend time on looking for
2 something that's not there.

3 MR. ELGIDELY: Respectfully, Mr. Richards, I
4 know you don't want to spend time on it, but this is my
5 deposition, our witness, and we're trying to get to
6 cooperation with the discovery from this proposed buyer
7 of the debtor's assets.

8 BY MR. ELGIDELY:

9 Q. Mr. Redhun, the Section 1.3, doesn't say that,
10 that these deliverables will be provided upon court
11 approval of the stipulation, does it?

12 It says within seven calendar days of CLG's
13 signature of the stipulation; correct?

14 A. Without reading the entire agreement, I can't
15 give you my opinion. But I would also say that a
16 stipulation is really subject to being so ordered by the
17 judge.

18 Q. Sir, I'm asking you what this says. The first
19 clause in 1.3, does it say within certain days of
20 approval of the stipulation or does it say within a
21 certain number of days of CLG's signature of the
22 stipulation?

23 A. There might be other language in the agreement
24 that triggers that exact thing that you're asking
25 about.

1 Q. You're right, there could be. But I'm asking
2 you about what this says?

3 A. 1.3 speaks for itself. I don't know why you
4 need me to opine on that.

5 Q. Okay. It says, "within seven calendar days of
6 CLG's signature of the stipulation."

7 So my only question was whether it was
8 provided -- sounds like you don't know if it was
9 provided, but certainly something was provided. So I
10 appreciate that explanation, Mr. Richards.

11 So with regard to Roman (i) it says at the end
12 "or anything else that has been disclosed to the
13 trustee."

14 Do you know what that language means? I mean,
15 was there something else that was disclosed to the
16 trustee that's intended to encompass, or was it limited
17 to the lack of any personal business or financial
18 arrangements with LPG or Tony Diab?

19 A. The language of anything else that has been
20 disclosed to this trustee is rather vague.

21 Like I've said, I have not provided anything
22 directly to the trustee. So I don't know that I'm the
23 proper person to answer that question.

24 Q. Okay. Going to Roman (ii), which also follows
25 the language of "within seven calendar days of CLG's

1 signature of the stipulation" it says, "A list and
2 summary of all attorneys employed or retained by CLG to
3 service the CLG acquired clients."

4 Do you know -- and maybe Mr. Richards can
5 add -- whether such a list has been provided to the
6 trustee?

7 A. Again, I don't know. So I'm not the right
8 person to answer that question.

9 MR. ELGIDELY: Mr. Richards?

10 THE WITNESS: He's not under oath here. He's
11 not testifying.

12 MR. ELGIDELY: Well, he's been testifying all
13 morning. All day he's been testifying.

14 THE WITNESS: No, he's been doing his job.

15 MR. ELGIDELY: Okay.

16 MR. RICHARDS: I'm not going to become the de
17 facto deponent.

18 I can just tell you that there's settlement
19 communications that have involved numerous exchanges,
20 and that I don't think there's a concern about our
21 compliance with the stipulation, and if there is one, it
22 will be brought to my attention quickly.

23 But I don't want to get into how the different
24 things have changed, but I could tell you that no one
25 has contended we're in breach of the deliverables under

1 the settlement agreement.

2 BY MR. ELGIDELY:

3 Q. Okay. So, Mr. Redhun, as the individual that's
4 signed this on behalf of CLG, you don't know if the
5 deliverable in 1.3(ii) was provided?

6 A. I have no personal knowledge. Yes, I'm going
7 to state the same answer.

8 Q. Okay. And would the same thing hold true
9 regarding (iii), (iv), (v), and (vi) Roman numerals?

10 A. Yes, sir.

11 Q. So this stipulation was filed July 6 in which
12 the trustee had touted the long history of legal
13 compliance by CLG. But yet, Section 1.3 (iv) requires a
14 detailed summary of the services CLG provides within
15 seven calendar days.

16 Do you know why the trustee was asking for this
17 information the day before the motion to settle was
18 filed?

19 A. That's not a question for me. That's a better
20 question for the trustee.

21 Q. Okay. 1.4 says "CLG agrees that within 10
22 calendar days after execution of this stipulation by all
23 parties, CLG will provide trustee with financial
24 statements, profit and loss statements, and balance
25 sheets."

1 Do you know, Mr. Redhun, as the individual who
2 signed this stipulation on behalf of CLG, whether that
3 deliverable was delivered timely?

4 A. Again, I have not provided or communicated
5 anything with the trustee directly, so I can't answer
6 your question. "Cannot" to the extent that maybe you
7 heard "can" or whatever. Sorry.

8 Q. How about 1.6, do you know if that deliverable
9 was provided?

10 A. I'm going to give the same answer. I have no
11 personal knowledge as to whether CLG provided anything
12 directly to the trustee.

13 MR. RICHARDS: And my objection will just be
14 outside the scope.

15 MR. ELGIDELY: Okay. I understand.

16 BY MR. ELGIDELY:

17 Q. Section 1.8 of this stipulation provides for
18 CLG's payment of 40 percent from CLG fee share clients
19 to the debtor's estate.

20 Are you familiar with that provision?

21 A. I don't see the word "debtor's estate" in
22 there. I also would need to see what the definition
23 within the stipulation of CLG fee share clients is. I
24 would also need to see the rest of the paragraph before
25 I could even potentially give you an answer.

1 Q. All right. Let's do that.

2 If you look at the second whereas clause, it
3 speaks to -- it says, "For some of the CLG acquired
4 clients, CLG contends that it paid reasonably equivalent
5 value. And that's defined as CLG non-fee share clients.
6 And for others, CLG agreed to pay 40 percent of the
7 revenue earned from the CLG acquired clients, and that's
8 defined as CLG fee share clients."

9 Do you see that, sir?

10 A. Yes.

11 Q. Okay. Now, your other question is you wanted
12 to see the whole provision, so let's go back to that
13 provision. 1.8.

14 Why don't you take a moment to read that.

15 A. Can you zoom out again, please?

16 Q. Sure.

17 A. Okay. This is a dense paragraph.

18 Q. It is.

19 But would it be fair, if I summarized it as
20 saying that CLG is going to pay 40 percent from all CLG
21 fee share clients to the trustee for the benefit of the
22 debtor's estate?

23 A. Well, I would disagree with your part about the
24 debtor's estate. I understand why you said that, but
25 this does not reference that. So let's just start with

1 that. The second thing of it is, it says CLG is going
2 to withhold 40 percent of receivables.

3 Q. How about the language I just highlighted?

4 A. Okay. What's your question?

5 Q. Okay. So does this agreement or this provision
6 say that CLG, after an accounting, will provide the 40
7 percent of the CLG fee share client revenue to the
8 trustee?

9 A. I didn't read that. I don't mean to quibble
10 with you about the language, but I will. I don't read
11 it that way.

12 Q. How do you read it, sir? How do you read it?

13 A. So CLG is going to withhold 40 percent. It's
14 going to work on harmonizing the accounting. After the
15 accounting is harmonized and resolved, CLG will make
16 monthly payments of the resolved amounts, and then
17 provide the trustee with an accounting, and remit any
18 amounts previously withheld to the trustee.

19 So it's going to withhold 40 percent and then
20 do its thing. It's going to do an accounting. After
21 the accounting is resolved, it's going to make monthly
22 payments of the resolved amounts. What resolved amounts
23 though? The amount that's, I guess, subject to the
24 accounting.

25 Q. So, Mr. Redhun, even though you signed this

1 document after discussing it with Mr. Weber and
2 presumably with Mr. Richards, you're unclear as to
3 what's to be remitted to the trustee from the 40
4 percent?

5 A. No, I remember reading it. And this was the
6 kind of thing where I had to stop everything that I was
7 doing and really give it my full-undivided attention.

8 And asking me a quick interpretation of what
9 we've already agreed upon is a dense paragraph, it's not
10 fair to me.

11 Q. I don't mean to be unfair.

12 MR. RICHARDS: Well, you sort are respectfully,
13 Robert, because he's really here for operations. He's
14 not going to be segregating the money. That's not what
15 he does there.

16 But, I mean, we understand the stipulation, but
17 again, I'm just letting you ask him the questions. We
18 still haven't gotten into whether he knows whether he
19 has any relationship --

20 MR. ELGIDELY: Mr. Richards, another speaking
21 objection.

22 MR. RICHARDS: No, I'm not. Sorry.

23 MR. ELGIDELY: You're speaking more than the
24 witness today.

25 MR. RICHARDS: I don't think so.

1 BY MR. ELGIDELY:

2 Q. Mr. Redhun, in the second whereas clause, do
3 you understand the second whereas clause? How about we
4 can start there.

5 Did you understand it before you signed it?

6 A. Yes.

7 Q. Okay. Do you understand it today?

8 A. Yes.

9 Q. Okay. Now, what do you understand the
10 highlighted language to mean here? I'm going to
11 highlight it for you.

12 What do you understand what it means here?

13 A. What's the relevance of my understanding of
14 this?

15 Q. Because it goes to the dealings with LPG before
16 the petition date, and it goes to the good faith of your
17 company CLG or the company you work for.

18 A. What do you mean "good faith"?

19 Q. Sir, I'm not here to answer your questions.

20 I'm asking you what you understand the
21 highlighted sentence to mean?

22 A. Is your client contending that the agreement is
23 vague or ambiguous?

24 Q. Sir, I'm not being deposed by you. I'm asking
25 you this question, Mr. Redhun.

1 It's clear to me that you don't want to testify
2 about this. If you did, I don't know why you're
3 fighting me so much.

4 A. I'll just say that the language speaks for
5 itself.

6 Q. Okay. So let me tell you how I interpret this
7 provision.

8 So at the time CLG acquired the 12,546 client
9 files from LPG, it has taken the position in this
10 litigation that it paid reasonably equivalent value for
11 some of the clients. And that's defined in this whereas
12 clause as CLG non-fee share clients.

13 Do you agree with that so far?

14 A. I would need to hear the first part of what
15 your interpretation was before I could agree to that.

16 I don't know why you're fighting me about this
17 language. It speaks for itself. You're not contending
18 that it's vague and ambiguous.

19 Q. Mr. Redhun, there's a reason I'm asking this,
20 and I'm going to get to the reason, okay.

21 In this paragraph, again this sentence I should
22 say in the second whereas clause it says, "For some of
23 the CLG acquired clients, CLG contends that it agreed to
24 pay 40 percent of the revenue earned from the CLG
25 acquired clients."

1 Did I read that correctly?

2 A. Yes. What's there is what you read.

3 Q. Okay. And so at the time that CLG acquired
4 these so-called CLG fee share clients from LPG, it
5 agreed to pay 40 percent of the revenue earned back to
6 LPG, the debtor; correct?

7 A. That's what this says.

8 Q. Okay. So in this stipulation that's a partial
9 settlement with the trustee, CLG is just agreeing to
10 comply with what it was already obligated to do, meaning
11 to give the 40 percent to LPG; correct?

12 A. No, it's saying that the 40 percent that you
13 just read is a recital to this agreement because this
14 whole agreement is essentially a product of litigation
15 which is the product of various allegations between the
16 parties.

17 Q. Okay. Let me ask it this way, sir.

18 When CLG acquired these client files from LPG,
19 it agreed with regard to some of the files to pay 40
20 percent of the revenue earned back to LPG; correct?

21 A. It doesn't say who the 40 percent is going to
22 go to actually.

23 Q. Okay. Let's go back to the second paragraph.
24 For others, CLG agreed to pay --

25 Who else would CLG pay 40 percent of the

1 revenue earned from files that it acquired from LPG?

2 Who else?

3 A. I don't know, but this paragraph doesn't say
4 who.

5 Q. Okay. And you don't know who, as the person
6 who signed this stipulation on behalf of CLG?

7 A. Now that you've highlighted the deficiency in
8 the drafting of it, you've made me feel a little bit
9 foolish.

10 Q. Okay. So, sir, isn't it true that under
11 Section 1.8 of the stipulation, CLG is merely agreeing
12 to honor its obligation to LPG by withholding and
13 remitting after an accounting, 40 percent of the revenue
14 earned from CLG fee share clients?

15 There's no additional money. This is not like
16 the trustee's getting any additional money with regard
17 to the CLG fee share clients. He's merely obtaining
18 CLG's compliance --

19 A. Stop scrolling.

20 Q. Merely obtaining CLG's compliance with its
21 preexisting obligation?

22 A. Scroll down a little bit?

23 Q. Sure.

24 A. Stop.

25 I'll tell you why I can't answer your

1 question.

2 Q. Please.

3 A. I don't know if this paragraph relates to a
4 settlement agreement with the trustee or if it relates
5 to an agreement involving LPG.

6 Q. Do you know who the trustee is a representative
7 of?

8 A. He's the trustee appointed by this court on
9 behalf of the debtor estate.

10 And I'm going to insert one other thing about
11 bankruptcy. I made a huge mistake taking that class in
12 law school. I don't do any bankruptcy work. I
13 understand more or less the way bankruptcy works, but
14 whenever I see a file approaching the realization, the
15 actual realization that it's going to go to bankruptcy,
16 I'm going to have to send it to somebody who has more
17 knowledge than me.

18 So I kind of sound a little stupid, I
19 understand that, but I'm also not going to answer
20 questions about things that I don't handle on a
21 day-to-day basis.

22 Q. Understood. Thank you for explaining that to
23 me.

24 Mr. Redhun, this stipulation was negotiated
25 obviously as a result of the lawsuit that the trustee

1 filed, correct, against CLG?

2 A. That's my understanding, yes.

3 Q. It says, "partial statement of claims."

4 Do you know if there has been compliance by CLG
5 with regard to Section 1.10 in terms of CLG's obligation
6 to deliver to the trustee or to provide to the trustee
7 information relating to any and all payments made within
8 the preceding four years to LPG, Tony Diab, and any of
9 the covered entities and individuals described in the
10 June 2 order and to any of the defendants in the
11 fraudulent transfer action?

12 A. Again, I don't have personal knowledge whether
13 CLG provided anything to the trustee, so I can't answer.
14 I'm sorry.

15 Q. Understood.

16 What is your understanding of the scope of the
17 release that the trustee has given to CLG through this
18 stipulation?

19 MR. RICHARDS: I'm going to object. It calls
20 for a legal opinion/conclusion. It's outside the scope
21 of his knowledge. I'm going to instruct him not to
22 answer that.

23 MR. ELGIDELY: I'm just asking him what his
24 personal understanding as a lawyer practicing over 13
25 years as the managing attorney of the proposed buyer of

1 the debtor's assets and as the party who signed this
2 stipulation.

3 Certainly, he has an opinion that is not the
4 product of consultation and advice from you,
5 Mr. Richards, or the Greenspoon Marder Firm as to his
6 understanding of the scope of the release that the
7 trustees providing through this stipulation.

8 MR. RICHARDS: I don't know if he could answer
9 that without invading privilege. It's also not
10 calculated to lead to the discovery of admissible
11 evidence. His lay opinion about what the release means,
12 it speaks for itself. I think you are going too far
13 afield. Respectfully, I'm going to instruct him not to
14 answer on that question.

15 MR. ELGIDELY: Okay. Mr. Richards, where in
16 the stipulation does it provide for the extension of
17 time -- I think I missed it -- to answer the complaint?
18 I don't see that in here.

19 THE WITNESS: Are we off the record?

20 MR. ELGIDELY: Let's go off the record for 30
21 seconds.

22 (Off the record: 10:48 a.m. - 10:48 a.m.)

23 MR. ELGIDELY: We're back on the --

24 MR. RICHARDS: Counsel, asked me a
25 stipulation --

1 THE WITNESS: Only one person can speak at a
2 time. Come on. You all know how this works.

3 MR. RICHARDS: Counsel, asked me a question
4 before we went off the record, where in the stipulation
5 we get the extension. I have 80 active files. I
6 couldn't remember that exact paragraph within one second
7 so we went off the record and the deponent pointed out
8 it's 10.1.

9 MR. ELGIDELY: Yes, which says, "CLG has
10 granted a 90-day extension of time to respond to the
11 complaint."

12 BY MR. ELGIDELY:

13 Q. Mr. Redhun, do you know what the state of the
14 litigation would be between the trustee and CLG if the
15 sale goes through, if the sale is approved by the
16 court?

17 A. That's a question that I think is more
18 appropriate for Mr. Richards. And I'm exceptionally
19 grateful for his involvement and his understanding of
20 the way the bankruptcy law works.

21 BY MR. ELGIDELY:

22 Q. So my question is whether the litigation
23 between CLG and the trustee would continue to remain
24 pending, notwithstanding the sale of the debtor's asset
25 to CLG if it's approved by the court?

1 MR. RICHARDS: Objection. Calls for
2 speculation. Attorney-client. Work-product. Lack of
3 personal knowledge. Outside the scope.

4 BY MR. ELGIDELY:

5 Q. Okay. And all of those objections, you still
6 can answer that, Mr. Redhun. Particularly, since there
7 are some filings with the court concerning what the
8 state of the litigation would be if the sale of the
9 debtor's assets is approved by the court to CLG?

10 A. Okay. I don't mean to be annoying, but just
11 ask me your question again pointedly.

12 MR. RICHARDS: Can't we just read it back?

13 MR. ELGIDELY: No. Mr. Richards, again, this
14 is my deposition, okay.

15 BY MR. ELGIDELY:

16 Q. Are you aware, Mr. Redhun, that the litigation
17 between the trustee and CLG would continue, according to
18 documents filed with the court, notwithstanding the sale
19 of the debtor's assets to CLG, if such sale is approved
20 by the court?

21 MR. RICHARDS: Objection. Calls for
22 speculation. Lack of personal knowledge.
23 Attorney-client. Work-product. Outside the scope.

24 MR. ELGIDELY: Mr. Richards, it's certainly the
25 witness who signed the stipulation on behalf of CLG and

1 who was intimately involved. Earlier he testified this
2 sale is all me, and he's been party to all of these
3 documents, has personal knowledge of what the state of
4 the litigation would be. But if you're instructing the
5 witness not to answer this very simple question, and you
6 don't want to cooperate on that point, then that's fine.
7 We'll move forward.

8 MR. RICHARDS: Well, I never instructed him not
9 to answer, Counsel. I made --

10 MR. ELGIDELY: You asserted attorney-client
11 privilege.

12 MR. RICHARDS: I did, but I didn't instruct him
13 not to answer. I just objected. There was no
14 instruction. I'm allowed to object under privilege.
15 I'm just telegraphing that I'm making an objection. And
16 the witness, I didn't instruct him. He can answer it if
17 he wants.

18 THE WITNESS: I would like to think that if the
19 court approved the sale, the court would recognize that
20 tens of thousands of mostly indigent consumers would now
21 have confident proper legal representation, otherwise
22 they would be left unrepresented.

23 So I would like to think after CLG is
24 recognized for helping all of these individuals out, the
25 litigation would end against them, but I can't say for

1 sure.

2 BY MR. ELGIDELY:

3 Q. Okay. But is it your understanding and belief
4 at the time you signed this stipulation on behalf of
5 CLG, that the litigation between the trustee and CLG
6 would conclude if the court approved the sale of the
7 debtor's assets to CLG?

8 A. I don't know if that stipulation that we just
9 went over pertained to the pending claims by the trustee
10 against CLG or if it pertained to the potential
11 acquisition of those claims, so I can't answer.

12 Q. Do you want me to pull it up again?

13 A. Sure.

14 Q. Okay. Is it on your screen?

15 A. Yeah, but I don't have control over it.

16 Q. I understand. I'm happy to scroll as you
17 request, sir.

18 So you see it's a stipulation that was filed in
19 the lawsuit and it says, "Partial settlement of claims
20 and modification of order on the trustee's emergency
21 motion with regard to Consumer Legal Group and LGS
22 Holdco."

23 Do you see that to the right of the caption?

24 A. Yes.

25 Q. And if you go down further. So you see this

1 whereas clause at line 7 through 11. "Whereas, neither
2 the claims set forth in the adversary proceeding as
3 amended, included but not limited to the trustee's
4 action for avoidance or recovery, nor CLG's defenses
5 thereto are being resolved by this stipulation and the
6 parties reserve all of the rights, claims, and
7 defenses."

8 My question again, sir, is whether it was your
9 understanding, belief, hope, whatever it may be, that if
10 the sale of the debtor's assets to CLG is approved by
11 the court that the litigation between the trustee and
12 CLG would conclude?

13 A. Well, like you said, that would be my hope.

14 Q. Okay. Did anybody make any promises or
15 representations to you concerning what would happen with
16 that litigation in the event the bankruptcy court
17 approves the sale of the debtor's assets to CLG?

18 A. Well, Mr. Richards should have immediately
19 spoken up and said attorney-client privilege.

20 But any communications that I had with
21 Mr. Richards would be protected by the attorney-client
22 privilege, and I have not spoken or communicated with
23 the trustee directly.

24 MR. RICHARDS: The reason why I didn't object
25 is because I assumed he's referring to communications

1 with you outside of me.

2 MR. ELGIDELY: Correct.

3 THE WITNESS: I took a shot at you. You know
4 that.

5 MR. RICHARDS: It seems like everybody likes to
6 do that. Okay. Thanks.

7 THE WITNESS: And you know there's love there?

8 MR. RICHARDS: I know.

9 MR. ELGIDELY: Can you guys do that off the
10 record, please?

11 MR. RICHARDS: Sure.

12 BY MR. ELGIDELY:

13 Q. Is LGS Holdco the source of any funds for the
14 purchase of the debtor's assets?

15 A. You mean, the prospective files?

16 Q. The pending motion to sell?

17 MR. RICHARDS: I'm going to object. That is
18 going to invade attorney-client privilege, work-product,
19 and financial privacy.

20 But I told you this when we spoke at the break,
21 that none of the funds are coming from HCH, and they
22 won't be coming from LGS Holdco. I can represent that
23 as well, but this is outside the scope of the witness's
24 knowledge.

25 MR. ELGIDELY: Again, you're testifying. I

1 don't know if the witness --

2 MR. RICHARDS: Listen, I'm a lawyer. I can
3 make a representation on -- this is not an adversarial
4 deposition. It's an informational deposition. So if I
5 have something that would help the Committee, there's
6 nothing inappropriate about me volunteering that. It's
7 just that this witness is not going to be involved in
8 the financing of the acquisitions. That's not what he
9 does.

10 MR. ELGIDELY: To clarify, Mr. Richards, the
11 reason I said that is because obviously we like to get
12 sworn testimony from the actual buyer about what is
13 happening with regard to this transaction rather than
14 representations of counsel.

15 And sometimes clients tell us everything.
16 Sometimes they tell us half of things. I'm not saying
17 that's the case here, but this client is here to be
18 deposed under oath regarding a substantial transaction
19 relating to debtor's assets. And in light of the
20 allegations regarding the prior principals of LPG, it's
21 important that the Committee obtain sworn testimony by
22 the actual buyer.

23 MR. RICHARDS: I know, but you asked me that at
24 the break, and I said that because it's so much money,
25 we don't know what account or what entity is going to

1 capitalize.

2 MR. ELGIDELY: Mr. Richards, you don't need to
3 keep testifying, okay.

4 MR. RICHARDS: I'm not. But I'm saying that
5 the sworn testimony could be provided at the time of
6 funding that this witness is not the right witness to
7 get that from. That's all I was trying to tell you.

8 THE WITNESS: What I can say is that whatever
9 money that will be paid is not coming from anything else
10 to do with Tony Diab or LPG. And it's not coming from
11 any money that would be withheld or set aside pursuant
12 to the language in that stipulation.

13 BY MR. ELGIDELY:

14 Q. Mr. Redhun, earlier I asked you whether you had
15 seen the trustee's allegation that the 12,000 plus files
16 that LPG transferred to CLG represented \$3.3 million in
17 revenue.

18 Do you recall us going through that allegation
19 of the complaint?

20 A. Yes.

21 Q. Now, is any of the revenue or funds generated
22 from those 12,000 plus files being utilized in whole or
23 in part to purchase the debtor's assets in this proposed
24 transaction?

25 A. No.

1 Q. Okay. So even though Mr. Richards says you
2 don't know anything about where the source of the funds
3 is coming from to pay the purchase price, you know for a
4 fact that it's not coming from the \$3.3 million in
5 revenue that's result from the 12,000 plus files that
6 were previously transferred from LPG to CLG?

7 A. Correct.

8 Q. Okay. Thank you. That's helpful.
9 Earlier you testified that you were heavily
10 involved in the negotiations for the purchase of the
11 debtor's assets; correct?

12 A. I don't know if I said "heavily". I'm
13 actively -- I'm doing a lot of the work. I don't know
14 if I used the word "heavily". That's what I want to
15 say.

16 Q. Okay. It's fair to say that you are actively
17 involved in the negotiation for the purchase of the
18 debtor's assets?

19 A. Yes.

20 Q. Okay. And what was the nature of your
21 involvement in that regard?

22 A. That's a very broad question. Let's go if you
23 could limit it, please.

24 Q. Okay. Did you have any discussions with the
25 trustee?

1 A. No.

2 Q. Were you on any conference calls in which the
3 trustee was participating?

4 A. I'm not sure.

5 Q. And by "conference calls", I mean telephonic or
6 by videoconferencing equipment or otherwise?

7 A. Yeah, I'm not sure.

8 Q. Well, did you participate in any meetings in
9 which the trustee was present?

10 A. No.

11 Q. Okay. Did you provide any documents directly
12 to the trustee or the trustee's counsel?

13 A. Not me.

14 Q. Okay. So if there was a document that was --
15 that Mr. Richards requested, you provided it to
16 Mr. Richards, and you would expect that Mr. Richards
17 would pass that along?

18 A. Well, if Mr. Richards asked me for something, I
19 would give it to him regardless of what he needs it for
20 or uses it for.

21 Q. Okay. But in terms of negotiations for the
22 sale and purchase of these assets, did you provide
23 certain documents in connection with those efforts?

24 A. Maybe. I'm trying to think, but maybe. I
25 think I can better answer your question by saying that I

1 did a lot of the due diligence.

2 Q. Okay.

3 A. We can talk about that if you'd like. That's
4 where I think you want to go.

5 Q. Okay. I'm actually not talking about the due
6 diligence with regard to LPG's assets. I'm asking about
7 what information you gave regarding CLG's business to
8 the trustee, the trustee's counsel, or your counsel.

9 Did you provide any documents relating to CLG's
10 business to anybody?

11 A. Not that I'm aware of.

12 Q. Do you know if any of your team of lawyers that
13 you oversee provided any documents to the trustee, the
14 trustee's counsel, or Mr. Richards regarding CLG's
15 business or operations?

16 A. I can only answer about me.

17 Q. But you supervise the lawyers, so you don't
18 know what they do even though you supervise them?

19 A. Well, you're asking me if somebody did
20 something and you're also asking me, how could you not
21 know everything you do because you supervise them.
22 That's not a fair characterization of that question.

23 Q. Okay. Who was the person most actively
24 involved at CLG with regard to the negotiations for the
25 purchase of the debtor's assets?

1 A. CLG's counsel, Mr. Richards.

2 Q. Okay. Who was the person underneath the CLG
3 umbrella in terms of the corporate umbrella that was
4 most active with regard to the negotiations for the
5 purchase of the debtor's assets?

6 A. That would probably be me.

7 Q. And did you instruct anybody that you
8 supervised to provide any documents to trustee,
9 trustee's counsel, or your counsel regarding CLG's
10 business or operations?

11 A. I'm not sure I can answer that because I think
12 that goes to the privilege issue again.

13 Q. Okay. What, if any, documents do you recall
14 providing concerning CLG's business and operations?

15 MR. RICHARDS: I believe you've asked and
16 answered that.

17 BY MR. ELGIDELY:

18 Q. You can answer, Mr. Redhun.

19 A. I probably turned over the legal services
20 agreement and probably the SOPs that I drafted.

21 Q. Okay. Earlier you testified you didn't know if
22 the SOP's were provided. So now, do you recall having
23 provided those to the trustee or others involved in this
24 transaction?

25 A. No, but if my answer that I just gave you

1 didn't have the word "probably" in the beginning of it,
2 I would have included that there.

3 Q. So you may have?

4 A. Meaning, if you ask me what documents we
5 needed, these would be the documents that I would give
6 over.

7 Q. Okay. In connection with my preparation for
8 this deposition, we received a handful of emails between
9 Mr. Richards and trustee's counsel concerning the
10 contemplated acquisition of the debtor's assets by CLG,
11 and those emails reflected a date range June 15 through
12 July 7.

13 Is that consistent with your recollection
14 concerning the time period of the negotiations for the
15 purchase of the debtor's assets?

16 A. Sounds about right. I'm not going to commit to
17 those dates, but that sounds right.

18 Q. All right. Let me actually pull up one of
19 those emails. Bear with me for one second. Okay. Let
20 me share my screen.

21 Can you see the letter that I put up on
22 the screen, Mr. Redhun, with the letterhead of Law
23 Office of Ronald Richards & Associates?

24 A. I see a letterhead.

25 Q. Okay. That's what I was asking you.

1 You see the letterhead and the date June 19?

2 A. Yeah, I see that June 19 is listed on there.

3 Q. Okay. And you see the subject is "Revised
4 offer to purchase files", directed to Christopher Ghio
5 at Dinsmore?

6 A. Yes.

7 Q. Okay. And this says it is a revised offer.

8 So do you recall how long before this revised
9 offer negotiations began concerning the CLG's possible
10 purchase of the debtor's assets?

11 A. No.

12 Q. Do you know approximately how long?

13 A. No.

14 Q. Okay. Let me pull up another email. Let me
15 share my screen.

16 Mr. Redhun, do you see a letter on
17 Mr. Richards' letterhead dated June 18 and it says
18 "Offer to purchase files"?

19 A. Yes.

20 Q. Okay. And you recognize that this is an offer
21 to debtor's -- I'm sorry, to trustee's counsel to
22 purchase LPG files on June 18, 2023; correct?

23 A. I don't know who Mr. Ghio represents. I don't
24 know that it's relating to that. I would need to read
25 the entire letter. But also it's not a letter that I've

1 written, so I can't really comment on that.

2 Q. Okay. Well, do you think Mr. Richards would
3 send a letter without your authorization and consent?

4 MR. RICHARDS: That calls for speculation.
5 Attorney-client privilege. Don't answer that.

6 BY MR. ELGIDELY:

7 Q. So you see in this letter it says, "I am
8 putting our offer to writing so we can have a framework
9 to discuss matter further. Consumer Legal Group, P.C.
10 is offering the following."

11 Do you believe Consumer Legal Group was making
12 an offer to purchase files on June 18, Mr. Redhun?

13 A. I believe so. That's the topic of today's
14 conversation, no?

15 Q. Well, my prior question you weren't, you know,
16 sure what it said until you read the whole thing and,
17 you know, this and that.

18 So I'm asking you now, looking at the terms of
19 this letter, does it refresh your recollection that, you
20 know, the prior document was an amended offer, does it
21 reflect an original offer to purchase files on June 18,
22 2023, from CLG?

23 A. Can you zoom out, please? Let me read the
24 entire thing.

25 Q. Can you still read it?

1 A. Yeah. Give me a second. Unless you can get
2 both sets of texts in the same window?

3 Q. I can't. Take your time.

4 A. Scroll down, please. Stop. Okay.

5 Q. Does this refresh your recollection that CLG
6 was making an offer to purchase files of LPG on June 18,
7 2023?

8 A. Well, I don't want to add LPG into this, but
9 the letter speaks for itself, and it certainly looks
10 like it's an offer.

11 Q. Okay. Do you know if CLG was offering to buy
12 35,000 or more files from any other entity other than
13 LPG in June 2023?

14 A. I can't answer that. I know what I know.

15 Q. Okay. So somebody else may have been
16 negotiating a purchase of 35,000 or more files through
17 Mr. Richards in June that's unrelated to LPG; is that
18 your testimony?

19 A. I'm saying, I don't know things that I don't
20 know. I know what I know.

21 Q. Okay. And that was three days after the
22 trustee filed the amended complaint against CLG;
23 correct?

24 A. The amended complaint was, what, 6/15 or 6/25?

25 Q. 6/15?

1 A. So, yeah, three days later would be June 18.

2 Q. Okay. So the negotiations for the purchase of
3 the debtor's assets were done against the backdrop of
4 the litigation between the trustee and CLG; correct?

5 A. Well, litigation between trustee and CLG has
6 been ongoing since the trustee filed its main
7 complaint.

8 Q. Right. But my question is, sir, in negotiating
9 the purchase of the debtor's assets, those negotiations
10 were taking place against the backdrop of the litigation
11 between the trustee and CLG; correct?

12 The litigation was pending when negotiations
13 started; correct?

14 A. The negotiations were ongoing at the time that
15 the amended complaint was filed.

16 Q. Okay. Were there any negotiations between the
17 trustee and CLG before May 25?

18 A. I don't know.

19 Q. Okay. Who would know?

20 A. I don't know.

21 Q. Do you have periodic meetings with Mr. Weber
22 and the team of lawyers that you supervise at CLG
23 concerning issues of interests to the business?

24 A. We have way too many meetings about way too
25 many different things.

1 Q. Okay.

2 A. Way too often.

3 Q. Okay. So when was the first time the prospect
4 acquiring LPG's assets, when was the first time that
5 came to your attention or knowledge?

6 MR. RICHARDS: I'm just going to object. It's
7 going to invade attorney-client privilege,
8 work-product.

9 MR. ELGIDELY: Are you instructing him not to
10 answer or no?

11 MR. RICHARDS: I'm just instructing him to
12 answer if it's prior to my engagement.

13 MR. ELGIDELY: Okay. That's not --

14 MR. RICHARDS: I don't want him to answer after
15 we were engaged, which I know the answer, but if he has
16 a different view he can answer, but I'm instructing him
17 not to answer after we were engaged.

18 BY MR. ELGIDELY:

19 Q. Let me rephrase the question. Maybe that will
20 help.

21 So other than through Mr. Richards, did you
22 have any discussions or -- well, strike that.

23 Other than Mr. Richards, did the potential
24 opportunity to purchase LPG's assets come to your
25 attention?

1 A. I don't know if it came to my attention as much
2 as when I read the initial complaint from the trustee in
3 May -- in late May, I immediately recognized that there
4 was an opportunity there.

5 Q. Okay. So it was only after the complaint was
6 filed that you conceived the idea to acquire LPG's
7 assets?

8 A. No.

9 Q. Okay. How is my statement incorrect?

10 A. It was not only after, it was upon the reading
11 of.

12 Q. Okay. Simultaneously with?

13 A. Yes, I think -- then I think the answer to that
14 would be, yes.

15 Q. Okay. So you're reading the trustee's
16 complaint on or about May 25, 2023; correct?

17 A. Around that day. I don't remember exactly that
18 day.

19 Q. Okay.

20 A. It could have been a day or two later. I don't
21 know.

22 Q. Okay. And while you're reading the complaint,
23 did you think to yourself, hey, we may be able to --
24 hey, we, CLG, may be able to buy LPG's assets?

25 A. No. I thought that we could try and make a

1 deal in connection with defending ourselves in the
2 litigation.

3 Q. Okay. But again, sir, my question -- now, your
4 last answer confused your prior answers.

5 When did you first hear about or consider the
6 possible acquisition of the debtor's assets?

7 A. I guess, I'm not sure. But I guess my default
8 answer would be as soon as I heard about LPG's
9 bankruptcy filing, but again, I'm not really sure. So I
10 can't answer that question.

11 Q. So you believe it was before the trustee sued
12 CLG that you conceived the idea or was alerted to the
13 possibility of purchasing LPG's assets?

14 A. So it wasn't my idea, and I wasn't alerted to
15 anything. Any time I read any sort of pleading, in any
16 capacity I think about three things. And one of those
17 things is reaching a resolution. And that was the way I
18 analyzed and read the trustee's complaint in this
19 case.

20 Q. Okay. So when you read the trustee's complaint
21 and you were thinking about a way to resolve it, you
22 thought it could be resolved through a purchase of LPG's
23 assets?

24 A. No, I thought that there was a potential deal
25 to be made with the trustee.

1 Q. Okay. And in these way too many meetings that
2 you have with Mr. Weber and your legal team, did the
3 subject of the acquisition of LPG's assets come up?

4 A. I have not discussed the -- the potential
5 acquisition of LPG's assets with the legal team, it was
6 only discussed with Mr. Weber after the initial
7 complaint was filed.

8 Q. Okay. Have you ever had a conversation with
9 Mr. Weber and your legal team regarding the acquisition
10 of the assets of LPG?

11 A. I can't answer that question on the grounds of
12 privilege.

13 Q. Okay. It's my understanding that CLG is going
14 to acquire approximately 22,000 customer files in
15 connection with this sale of the debtor's assets; is
16 that correct?

17 A. I know that there are ongoing negotiations, and
18 I don't know if the number is 22,000.

19 Q. Okay. Did you ever have a conversation with
20 your team and say, hey, can we do this? There are a lot
21 more files coming on board. Do we have capacity? Do we
22 have bandwidth?

23 Do you ever have any of those conversations?

24 A. I don't need to have those conversations.

25 Q. Okay. How many customer files does CLG

1 currently have other than the 12,000 that it acquired
2 from LPG?

3 A. I don't have an exact number. I think we went
4 through this initially.

5 Q. Is it more or less than 22,000?

6 A. I don't have an exact number. I think we went
7 through this initially.

8 Q. I'm not asking for an exact number. I'm asking
9 for an approximate.

10 How many customer files does CLG have in the
11 year 2023, excluding the 12,000 customer files that it
12 previously acquired from LPG?

13 A. I couldn't answer that. And let me preface my
14 answer with the following:

15 Files come in at various stages and files leave
16 at various stages. So you could have an individual who
17 signs up, pays, and then can't afford the service
18 anymore. Or you have a client that signs up but doesn't
19 make their initial payment. Or you could have a
20 situation where the client discharges CLG. Or you could
21 have a situation where CLG has resolved a particular
22 issue or matter for a particular client in which case it
23 no longer services that client. So there's a flux of
24 numbers that really prevents an accurate statement to --
25 excuse me, an accurate answer to your question.

1 Q. Okay. And I'm not asking for, you know,
2 scientific precision, Mr. Redhun. I'm asking you in
3 terms of an average or an approximate, does CLG during
4 2023 have more than 22,000 files?

5 A. I don't believe so. I think the number is
6 closer to not less than 10,000, coupled with the caveats
7 and the covering and all that stuff.

8 Q. Okay. That's helpful.
9 So does the 10,000 approximation that you have
10 given me include any of the 12,000 customer files that
11 CLG acquired from LPG in early 2023?

12 A. I can't answer that question.

13 Q. Did CLG have any customer files other than the
14 files that it acquired from LPG in early 2023?

15 A. Probably.

16 Q. How many?

17 A. I don't know.

18 Q. Approximately?

19 A. I can't answer that question.

20 Q. Isn't it fair to say that the files that CLG
21 acquired from LPG in early 2023 effectively put CLG in
22 business?

23 A. I don't think that's accurate.

24 Q. But you have no metrics that you can provide to
25 dispute that characterization, do you?

1 A. We had our own client base, I just don't know
2 what that number looked like.

3 Q. Okay. I asked you of the 10,000, did any of it
4 include the files originally obtained from LPG in early
5 2023 and you couldn't answer that; correct?

6 A. Because the answer was probably, but I'm not
7 100 percent sure. Likelihood, yes. But also maybe,
8 no.

9 Q. Okay. What percentage?

10 A. The percentage of the 12,000 or the percentage
11 of CLG's 10,000, let's say?

12 Q. Percentage of the 10,000?

13 A. Probably around half, I would say.

14 Q. Okay. So before CLG acquired any of the LPG
15 files, it had approximately 5,000 of its own customer
16 files?

17 A. Sounds about right. But, again, that number
18 may be up, may be down.

19 Q. So would it be fair to say that CLG doubled its
20 business or the number of its files when it acquired the
21 LPG files in early 2023?

22 A. I don't know about doubled. But as you saw,
23 based on those complaints that were filed on the BBB
24 website, not all those LPG clients were happy clients.

25 Q. But that's not my question, sir.

1 So you started with 5,000 and then you acquired
2 12,000; correct?

3 A. I don't know that all 12,000 were performing
4 files.

5 Q. Did I say the word "performing"? No.

6 A. You're talking about doubling in size. I look
7 at it from two perspectives. I look at it from a
8 performing file or I look at it from a file where
9 there's too much damage already done to the particular
10 client in which case we're not going to be able to do
11 anything for that client.

12 Q. Understood, and I appreciate that
13 clarification.

14 For this question, I'm asking you just about
15 files, whether they are performing or non-performing.

16 So before the acquisition of files from LPG,
17 according to your estimates, and I recognize they're
18 only estimates, CLG had approximately 5,000 files;
19 correct?

20 A. Okay.

21 Q. And then it acquired 12,000; correct?

22 A. Okay.

23 Q. So it doubled the number of files, did it not,
24 through this LPG acquisition?

25 A. More than doubling five brings you to at

1 least 10.

2 Q. That's a yes or no, sir. I don't need you to
3 help me with the math. I'm asking you, is it yes or no?
4 It had 5. It got 12. So it more than doubled the
5 number of files that it had; correct?

6 A. Yes.

7 Q. Okay. So now CLG is proposing to acquire
8 22,000 files, so that's another doubling of the number
9 of files that CLG has; correct?

10 A. Well, I don't know what the number of current
11 files it has now, so I can't say that.

12 Q. Okay. So at one point it had 12,000 customer
13 files it acquired from LPG; correct?

14 A. Yes.

15 Q. And then it's going to acquire through this
16 proposed sale 22,000 additional customer files;
17 correct?

18 A. Hopefully.

19 Q. That's nearly doubling the number of
20 files again; correct?

21 A. Yes, close to doubling.

22 Q. Okay. And notwithstanding that, you don't feel
23 the need to have any conversations with any of the
24 attorneys that you supervise or with Mr. Weber whether
25 you have the ability at current staffing numbers to

1 service these numbers of files?

2 A. We didn't say before our current staffing
3 numbers.

4 Q. That's what we were talking about today, right?

5 So let me ask you this, Mr. Redhun. When you
6 filed the motion to sell, according to your
7 declarations, you had four full-time attorneys at CLG;
8 correct?

9 A. Yes.

10 MR. RICHARDS: Objection. He did not file the
11 motion to sell. The trustee filed the motion to sell.
12 It misstates the evidence.

13 MR. ELGIDELY: Thank you. But he was a party
14 to the asset purchase agreement.

15 MR. RICHARDS: No, he wasn't. Actually, he was
16 not a party. The trustee just filed a motion and used
17 its declaration. There's no party in the motion. It's
18 just the trustee's motion so you know that's not
19 accurate, Counsel.

20 BY MR. ELGIDELY:

21 Q. All right. Let me share my screen. Hold on
22 one second, please, because I want to be accurate. It's
23 always important to be accurate.

24 Mr. Redhun, I put on the screen, hopefully you
25 can see a document that was filed the day after the

1 stipulation of partial settlement on July 7. And it
2 says, "Notice of motion and motion of trustee for entry
3 of an order approving the sale."

4 Do you see the first page of that document,
5 sir?

6 A. Yes.

7 Q. Okay. And attached to the motion was not only
8 your declaration but it was -- let me get the exact page
9 here. It's Exhibit 2, page 250.

10 Do you see a document, which again is Exhibit 2
11 to the sale motion, entitled "Agreement of purchase and
12 sale and joint escrow instructions."

13 Do you see that document?

14 A. Can you please zoom out? All I see is a very
15 limited portion of the page.

16 Q. Do you see the section where it says,
17 "Agreement of purchase and sale and joint escrow
18 instructions"?

19 A. You mean the heading of the document?

20 Q. Yes.

21 A. Yes. I see that.

22 Q. Can you see in the first paragraph the
23 agreement is between the trustee and Consumer Legal
24 Group as buyer?

25 A. Yes.

1 Q. Okay. And this was filed with the sales
2 motion, so let's go to the exhibit page of this
3 Exhibit 2.

4 A. I need a bathroom break in a minute.

5 Q. Okay. Of course. Let me get to the signature
6 page.

7 MR. RICHARDS: Counsel, how much more time do
8 you think you have here?

9 MR. ELGIDELY: Probably about 15 to 30
10 minutes.

11 MR. RICHARDS: Okay. Great.

12 Is this all prompted by my comment that we're
13 not party to the motion because I'm still sticking to
14 that?

15 MR. ELGIDELY: Thank you, Mr. Richards.

16 BY MR. ELGIDELY:

17 Q. Mr. Redhun, do you see that you signed the
18 exhibit to the sale motion on behalf of Consumer Legal
19 Group on July 7, 2023?

20 A. So then we're all very technical and careful.
21 I see my signature on a piece of a page, but I don't see
22 anything else about the page. I don't see any preceding
23 pages or any postdating pages. Nothing like that.

24 Q. Okay.

25 A. I also note the page you're looking at right

1 now which is 279 of 940 has a draft that is identified
2 as the watermark, but the signature page did not have a
3 draft watermark.

4 Q. I'm looking again at the sales motion, and I'm
5 looking at Exhibit 2 which is the agreement for the
6 purchase of the debtor's assets.

7 Do you see in the lower right-hand corner of
8 this 25th page it says "Exhibit 2"?

9 A. I see a blank page. It looks to be page 25 and
10 then on the bottom right in a different font it states
11 "Exhibit" in capital letters, page 229 even though we're
12 looking at page 274 of 940.

13 Q. Do you see -- sir, is that your signature on
14 page 274?

15 A. Yes.

16 Q. And if you go back, there's page 24, page 23,
17 page 22, page 21, and 20.

18 MR. RICHARDS: Okay. Counsel, this is becoming
19 badgering. It's an unsigned draft.

20 MR. ELGIDELY: Please let me finish my
21 question.

22 MR. RICHARDS: There's no question though.

23 MR. ELGIDELY: I'm in the middle of a question.
24 The witness said, I can't see what I signed.

25 THE WITNESS: No, I did not say that. Don't

1 put words in my mouth.

2 BY MR. ELGIDELY:

3 Q. Sir, did you not say you did not sign an asset
4 purchase agreement, all you see is a signature page?

5 A. I conceded that was my signature, but I said, I
6 can't see what it's connected to.

7 Q. Okay. And that's what I'm trying to show you
8 before I got interrupted. So let's keep going, and I'm
9 going to show you what it's connected to so you're
10 comforted.

11 You see the mark, Exhibit 2, continues to be in
12 the lower right-hand corner of every page of this
13 document. And now we're getting to page 1 where at the
14 top it says, "Agreement of purchase and sale and joint
15 escrow instructions", which on the prior page you see it
16 says "Exhibit 2", and you'll see that this is attached
17 to the trustee's motion to sell.

18 Do you see that now, sir?

19 A. Yes.

20 MR. ELGIDELY: Okay. Why don't we take a
21 five-minute restroom break? I think you said you need
22 to use the restroom, Mr. Redhun?

23 THE WITNESS: Yeah, I was looking to stop the
24 video.

25 (Off the record: 11:31 p.m. - 11:36 a.m.)

1 BY MR. ELGIDELY:

2 Q. Mr. Redhun, earlier you testified that you had
3 no involvement in CLG's acquisition of approximately
4 12,000 files in early 2023; correct?

5 A. Yeah, I don't remember being involved with that
6 to an extent, yeah.

7 Q. Okay. That's different from what you said
8 earlier.

9 What do you mean now by saying "to an
10 extent"?

11 A. Like, I don't have any specific recollection.

12 Q. Okay. Is that something, if you were doubling
13 the number of customer files that CLG had, as a managing
14 attorney overseeing the team of lawyers and paralegals,
15 isn't that something you would remember whether you had
16 any involvement in that?

17 A. I don't understand the question.

18 Q. Okay. So at that time, you were the managing
19 attorney at CLG; correct?

20 A. At which time?

21 Q. When CLG acquired approximately 12,000 files
22 from LPG?

23 A. I don't know. I don't know if I was the
24 managing attorney. I think -- I don't know -- let me
25 just say it like this. We don't use labels like that.

1 I guess, if we're going to pinpoint one person as the
2 managing attorney, it would be me.

3 Q. Okay. Because one of your declarations or
4 something that CLG had filed referenced a managing
5 attorney you said, "that would be me"?

6 A. Yes, but it's not like I have a sign on the
7 door that says managing attorney. That's my point.

8 Q. Okay. But you were employed by CLG at the time
9 it acquired the 12,000 or so files from LPG; correct?

10 A. I believe so.

11 Q. Okay. And you were the person primarily
12 responsible for handling the legal issues related to
13 those files at the time; correct?

14 A. Yeah, probably.

15 Q. Okay. And sitting here today, you don't have
16 any recollection of being involved in CLG's acquisition
17 of those 12,000 or so files?

18 A. I don't recall. And the reason why I don't
19 recall is, I do too many things on a daily basis, that
20 these things, I have like a six-month memory band.

21 Q. Okay.

22 A. As I'm trying to testify here today, I have
23 briefs. I've got files. I've got a lot of stuff. I
24 have my own personal life, obviously, to deal with. So
25 I have a lot going on.

1 Q. Okay. Well, the acquisition took place six
2 months ago. Today is July 17, and the acquisition was
3 in January and February from LPG; correct?

4 A. Yeah.

5 Q. And despite the fact that you are doubling the
6 number of customer files that you would be responsible
7 for, adding to your already full plate, you don't have a
8 recollection of being involved in that transaction?

9 A. No. It could be -- and again, I'm speculating.
10 It could be I was asked to draft something that didn't
11 end up being signed. It could be I had nothing to do
12 with it, and I was just tasked with managing the
13 onboarding of all these new files.

14 I don't know that at the time we took all these
15 files over that we had our network and system in place
16 to make sure that not everything was falling through the
17 cracks. So I feel like my job at CLG is juggling
18 fireballs, so it could be that was one of those
19 fireballs.

20 Q. Okay. Do you feel like that's something that
21 happens pretty regularly with you at CLG, you're
22 juggling fireballs?

23 A. Not recently. Since we have our system in
24 place, things have settled down. Although, the newest
25 fire that I'm dealing with is trying to replace some of

1 the local counsel, which is a whole new product in and
2 of itself.

3 Q. But historically, you felt like you were
4 juggling fireballs at CLG; correct?

5 A. Not fireballs. I have a lot going on. Like
6 you said, I have a lot on my plate.

7 Q. Okay. In terms of the prior acquisition, that
8 being early 2023, the 12,000 or so files, you testified
9 that it was a rainmaker at CLG. You're like a worker
10 bee, you handle operations and run the office, but there
11 was a rainmaker that brought in the 12,000 or so files.

12 Do you recall that testimony?

13 A. Yes, but you're mischaracterizing my
14 testimony.

15 Q. Thank you. And you can correct it?

16 A. What I said was, my role was doing the work and
17 staying in my line. Not going out and finding new
18 sources of business.

19 Q. And today, again, you can't testify who was the
20 rainmaker that brought in those 12,000 or so files from
21 LPG; correct?

22 A. I don't know.

23 Q. Okay. And why, sir, if somebody else was the
24 rainmaker handling the acquisition of those 12,000 or so
25 files from LPG in early 2023, are you now the person

1 most actively involved under the CLG umbrella with
2 regard to the acquisition of 22,000 files from LPG?

3 Why isn't the rainmaker that --

4 MR. RICHARDS: Objection.

5 MR. ELGIDELY: Mr. Richards, let me finish my
6 question, please.

7 BY MR. ELGIDELY:

8 Q. Why isn't the rainmaker who handled the 12,000
9 acquisition earlier this year handling the acquisition
10 of the 22,000 files now?

11 MR. RICHARDS: Objection. Vague. Ambiguous.
12 Calls for speculation. Conjecture. Unintelligible.

13 THE WITNESS: So the short answer to your
14 question is that I have the birds-eye view and
15 understanding of how to triage and what to do first.

16 And now my involvement and my due diligence, I
17 know what to look for very carefully. And when I do my
18 due diligence, I cannot only see this step in front of
19 me, but I always see two steps ahead in terms of how
20 we're going to need to do certain types of work, kind of
21 who fits into what role best, where certain things go,
22 and things like that.

23 BY MR. ELGIDELY:

24 Q. So you didn't have -- you didn't have that
25 birds-eye view and ability to triage earlier this year?

1 You just now have it?

2 A. Not as good as I do now.

3 Q. Okay. What do you attribute your professional
4 development to in the past, say, four months?

5 A. Being in the "operating room".

6 Q. What do you mean by that?

7 A. Meaning, seeing how the sausage is made.
8 Seeing how the files look. What to look for. What to
9 anticipate. What states are more advantageous than
10 others? Seeing each of our team members and what their
11 strengths and weaknesses are. Things like that.

12 Q. Okay. And you acquired all of this in four
13 months, all that knowledge?

14 A. Well, it's a work in progress.

15 Q. Okay. Let me share my screen.

16 Sir, can you see on your screen the motion of
17 trustee for entry of the order approving the sale? Can
18 you see that to the right of the caption of the case?

19 A. Yes.

20 Q. Okay. It's right there. On the second, going
21 on to the third page -- well, actually, it's page 1.
22 The cover page is not numbered. But if you look at page
23 1, you'll see numbered paragraph 3 it says, "The total
24 purchase price for this sale is made up of an initial
25 deposit, a second deposit, and a percentage to the

1 estate derived from a fee."

2 And then it goes on to say that, "These terms
3 are all defined and set forth in the APA and must be
4 reviewed and accepted by any party seeking to overbid.
5 The total amount of the sale will be approximately \$42
6 million."

7 Did I read that correctly?

8 A. Yes.

9 Q. Okay. And do you know what the initial deposit
10 is for this purchase by CLG?

11 A. No. It's my understanding that negotiations
12 are ongoing.

13 Q. Okay. But didn't CLG -- actually, you on
14 behalf of CLG, sign an asset purchase agreement
15 providing for an initial deposit and second deposit?

16 A. Yeah, but I'm not sure the agreement is
17 binding. I think, if anything, it might be considered
18 an offer.

19 Q. Okay. Under the asset purchase agreement that
20 the trustee has sought court approval for, do you know
21 what the initial deposit amount is?

22 A. No, but I'd like to say the document probably
23 speaks for itself.

24 Q. Well, I'd like you to speak to it, sir, as the
25 designated individual at CLG who signed the asset

1 purchase.

2 So you're saying today, on this sizable
3 transaction, you don't know the amount of the initial
4 deposit without looking at the agreement.

5 A. I have a rough idea of what it is, but I'm not
6 going to speculate. We could look at the actual
7 agreement itself to answer that question.

8 Q. Okay. So sitting here today, you would have to
9 speculate as to the initial obligation of CLG in this
10 sizable transaction; is that your testimony?

11 A. No. I believe I know what it is, but I would
12 like to look at the document to ensure that I am
13 correct.

14 MR. RICHARDS: Well, Counsel, the problem is
15 that after the site inspection, which we're subject to
16 an MDA so I'm not going to get into the issues, there
17 needs to be some adjustments. And the witness is
18 hearing these, you know, in a privileged setting, it's
19 just going to get confusing. And your client made some
20 red lines to the agreement that they want incorporated.

21 So that's why this document that was filed with
22 the court is clearly not going to be the final APA. And
23 the witness saw emails from me up and back explaining
24 changes. So I don't think it's fair to ask him about
25 this now because it's not going to be the final

1 document.

2 MR. ELGIDELY: Okay. Well, I'm not asking
3 about the final document, Mr. Richards. I'm asking
4 about the document that's been filed with the court as
5 an agreement between the parties, trustee and CLG, that
6 reflects the terms and conditions of the sale and that
7 is the subject matter of this deposition.

8 So I understand that there could be some
9 additional modifications, that additional modifications
10 are likely, but I'm asking about what was filed with the
11 court.

12 BY MR. EGLIDELY:

13 Q. So, we can go to the -- since you're not
14 certain, Mr. Redhun, let's go to the actual agreement
15 regarding the initial deposit and the subsequent
16 deposit.

17 So, do you know what the initial deposit is now
18 that you're looking at Section 2 of the APA?

19 A. Yes. And as I thought it was going to say, \$1
20 million.

21 Q. And do you know if that \$1 million is going to
22 come back to CLG or any of its affiliates?

23 A. When you say "come back to", what do you mean?

24 Q. Are you familiar with the entity Liberty
25 Acquisitions?

1 A. No. I've seen that name somewhere, but I'm not
2 familiar with what that is.

3 Q. So sitting here today, you don't know if
4 Liberty Acquisitions is a related party to CLG in any
5 way, shape, or form?

6 A. They're not related.

7 Q. Oh, they're not related. Okay.

8 All right. So let me take a look at that.

9 A. I don't believe that they are related, let me
10 just say it like that. Let me just answer your question
11 that way.

12 Q. So, if you look at page 212 of 289, which is in
13 the upper right-hand corner of this filing, you see it
14 says, "Pursuant to the note, Liberty Note, executed by
15 the trustee in favor of Liberty Acquisitions, Inc.
16 Buyer's Affiliate."

17 Are you sitting here today disputing the fact
18 that Liberty Acquisitions, Inc. is the buyer's
19 affiliate?

20 A. No. It says right there it's an affiliate.

21 Q. But you just testified that it's not related?

22 A. Related in the corporate sense of the term.

23 Q. Okay. So how is Liberty Acquisitions, Inc.
24 affiliated with CLG?

25 MR. RICHARDS: I'm going to -- Counsel, I told

1 you in our call, we're not going to get into testimony
2 that's going to scare or inhibit lenders, and that's
3 going to really get into work-product, financial
4 privacy.

5 I told the court in open court the capital that
6 is funding CLG is funding Liberty. We did not -- we
7 disclosed that at the last hearing. You weren't there.
8 And that's all -- that's why it's in the agreement as an
9 affiliate. They're not some outside company. They're a
10 company that funds -- they're a company in which the
11 capital is indirectly tied to other lenders that have
12 provided financing for CLG.

13 So this witness was specifically not designated
14 to get into the financial capitalization of CLG. And
15 now you're kind of going there, and I'm going to ask you
16 to move on because I can't see us getting anywhere with
17 this without multiple objections and instructions.
18 Except, you could absolutely explore, is Liberty in any
19 way an owner or influencer? Does he take direction from
20 Liberty, as you know, did the DIP loan and has been
21 asked to do another DIP loan with a pending motion.

22 BY MR. ELGIDELY:

23 Q. Okay. Mr. Redhun, do you see in this
24 paragraph -- I'll highlight the whole paragraph -- that
25 the asset purchase agreement that the trustee has sought

1 court approval for and that has been filed with the
2 court says that "Liberty Acquisitions, Inc., the buyer's
3 affiliate, will receive full repayment, plus
4 interest" -- so full repayment -- "within one business
5 day after CLG wires the \$1 million deposit"?

6 Do you see where it says that?

7 A. Yes.

8 Q. Okay. So when I asked you before whether any
9 of the \$1 million would be coming back to CLG or any of
10 its affiliates, does this refresh your recollection that
11 some of the \$1 million will be paid within one-business
12 day to CLG's affiliate Liberty Acquisitions?

13 A. Well, my answer based on reading this would be
14 that Liberty Note would have to be repaid, and it would
15 be repaid through the buyer's deposit.

16 Q. And the buyer is CLG; correct?

17 A. Correct.

18 Q. And CLG is an affiliate of Liberty; correct?

19 A. Liberty Acquisitions, according to this.

20 Q. Right. So a million dollars leaves out of the
21 right pocket of CLG and ends up in the right pocket of
22 its affiliate Liberty Acquisitions; correct? Some
23 portion of that million dollars.

24 A. Whatever the amount of the note is.

25 Q. Okay.

1 MR. RICHARDS: And, for the record, I don't
2 know what you mean by "right pocket"? I mean, there's
3 no -- Liberty is the DIP lender in a business point.
4 And the deal is, if there's going to be a financing of
5 the down payment, the DIP lender is going to get repaid.

6 I'm not going to get into the confidential
7 settlement negotiations or the business points with the
8 trustee, but that was a negotiated term.

9 MR. ELGIDELY: Nor did I ask anybody to,
10 Mr. Richards.

11 MR. RICHARDS: All right. Good.
12 BY MR. ELGIDELY:

13 Q. Mr. Redhun, you'll see that the agreement
14 that's been filed with the court for approval calls for
15 a second deposit of \$7 million; correct?

16 A. I see that. Correct.

17 Q. So that totals \$8 million, less the amount paid
18 to CLG's affiliate Liberty Acquisitions; correct?

19 A. Correct.

20 Q. Okay. So how do you and the trustee get to --
21 I think the number was \$42 million? If you know \$8
22 million in cash is being paid, less the money being paid
23 to Liberty Acquisitions, how do you get to more than
24 five times the amount of cash being paid?

25 MR. RICHARDS: Outside the scope. Speculation.

1 Lack of personal knowledge.

2 Answer if you have an understanding of how the
3 additional funds will be generated for the estate?

4 THE WITNESS: I don't -- I couldn't answer your
5 question.

6 BY MR. ELGIDELY:

7 Q. Okay. Isn't it true that the \$42 million is
8 somehow based upon percentages of revenue generated from
9 the customer or client files being sold to CLG?

10 A. I don't know. I can't answer that question.

11 Q. You signed this APA, sir; correct?

12 A. Yes.

13 Q. Okay. Did you read it before you signed it?

14 A. More than once.

15 MR. RICHARDS: Counsel, that's an argumentative
16 question. He has counsel. He doesn't need to read
17 every word of a document if he -- you know, that's not
18 required to sign a document. He's bound by the
19 document, it's not signed by the trustee, and he's
20 not -- these are questions that are not really getting
21 facts as to what his operational role is in managing the
22 legal portion of this entity. That's what he does
23 there.

24 MR. ELGIDELY: Well, Mr. Richards, in my
25 experience, when somebody signs a document that is

1 binding on the company that they purport to represent
2 and reflects a substantial transaction, they at least
3 have a modicum of knowledge concerning the material
4 terms and conditions of the deal.

5 And, clearly, if there is a proposed sale at
6 \$42 million with \$8 million -- or less than \$8 million
7 in cash being paid, you know, that's a material term
8 that we're entitled to explore.

9 BY MR. ELGIDELY:

10 Q. So are you saying, Mr. Redhun, that
11 notwithstanding your signing of this document for a
12 sizable transaction, you don't know how the parties got
13 to \$42 million?

14 MR. RICHARDS: I'm going to object. He didn't
15 draft the document. You're invading attorney-client
16 privilege.

17 He doesn't need to know how I negotiated every
18 business point in confidential settlement communications
19 with the trustee. Most clients, if you advise them of
20 the big points and there's other representations between
21 a client and a lawyer, a client doesn't need to
22 understand every legal provision of an agreement for a
23 business. That's why there's a lawyer representing --
24 in fact, two lawyers have reviewed this document.

25 So this is not what he's here to testify to as

1 to how did the trustee come to the numbers in the sale
2 motion because he didn't negotiate this document.

3 MR. ELGIDELY: Okay. So you're telling me,
4 Mr. Richards, that if there's a provision of a contract
5 that that provision is privileged?

6 MR. RICHARDS: No. You're asking him how did
7 the trustee get to this number. And the only way he's
8 going to be able to answer it is with communications
9 from me because he didn't negotiate it, I did. So the
10 trustee and -- I didn't even negotiate with the trustee.
11 I negotiated with his lawyer, like many business
12 transactions.

13 And so you're asking this witness how did the
14 two lawyers come up with these numbers. He doesn't
15 care. He wants to know, is the document approved for
16 signing? He asked the questions he asks and then he
17 signs it. He doesn't need to be an expert on every
18 term. So when you ask him, how did the term get in the
19 document, he's only going to know through privilege.
20 That's why it's privileged, not the term itself.

21 BY MR. ELGIDELY:

22 Q. Okay. Mr. Redhun, if you look at page 255,
23 again the purchase price, Subparagraph A you'll see that
24 there are various percentages referenced in this
25 paragraph.

1 Are you familiar with what the effect of these
2 percentages are?

3 A. I would need to read them again to be able to
4 answer the question competently.

5 Q. Take your time.

6 A. I need to get control of the document though.

7 MR. RICHARDS: I mean, it's really outside his
8 scope.

9 MR. ELGIDELY: It's not.

10 BY MR. ELGIDELY:

11 Q. What provision do you want me to go to?
12 Can you see paragraph 2A clearly?

13 A. Yes.

14 MR. RICHARDS: My other objection is the
15 document speaks for itself.

16 MR. ELGIDELY: Thank you, Mr. Richards.

17 THE WITNESS: Okay. Scroll down, please. Down
18 please -- you know, there's a lot to read here. I can't
19 imagine this is the best use of my time.

20 BY MR. ELGIDELY:

21 Q. Maybe not to you but certainly to the Committee
22 and you are under subpoena.

23 So, sir, if you look at page 6 of the APA, it's
24 actually page 255 of the PDF, you'll see it says, "After
25 deduction of an administrative overhead in the amount of

1 20 percent, buyer" -- and you understood that to refer
2 to CLG; correct?

3 A. Yes.

4 Q. "Shall pay a fee equal to A) 20 percent of all
5 amounts collected by buyer on all active executory
6 contracts defined above from and after the closing, plus
7 15 percent of all amounts collected by buyer on inactive
8 executory contracts defined above, each calculated on a
9 quarter basis. Subsections A and B, collectively the
10 fee."

11 Did I read that correctly?

12 A. Yes.

13 Q. Okay. So is it your understanding, sir, that
14 the difference between the \$8 million being paid from
15 the initial and second deposit and the \$42 million
16 purchase price that's attributable to the payments of
17 the fee as specified in this sentence?

18 A. That looks to be the case, but again, I would
19 need to just preface that -- before I could properly
20 answer, I would like to read this document, you know, in
21 its entirety to familiarize myself with the language.
22 This is very dense language.

23 Q. Okay. But sitting here today, do you know of
24 any way other than the fee that the purchase price gets
25 from \$8 million to \$42 million?

1 A. No, I'm not really sure -- your question is how
2 did you go from \$8 to \$42 without the fee?

3 Q. No. My question is, the \$42 million, does that
4 incorporate not only the two deposits totaling \$8
5 million, but does that incorporate the fee and that's
6 what brings it to \$42 million or is there something else
7 that brings it to \$42 million -- let me rephrase the
8 question.

9 Other than the deposits and the fee that's
10 specified in this paragraph, is CLG paying any other
11 consideration to the trustee for the acquisition of
12 LPG's assets?

13 A. I need to read the entire thing. I'm sorry.

14 Q. How do you value the fee, you know, to get from
15 \$8 million to \$42 million? Was there an appraisal or
16 other type of formal valuation conducted of the revenue
17 that would be generated from these client files?

18 MR. RICHARDS: Objection. It assumes a fact
19 not in evidence. It's outside the scope. The trustee
20 valued it at \$42 million. I'm going to instruct him not
21 to answer. You're now really going far afield. He
22 never testified to that value. It's not his words.

23 MR. ELGIDELY: Okay. I disagree, but let me
24 tell you why. Bear with me for a moment.

25 MR. RICHARDS: No problem. Our client is

1 trying to save 35,000 people from being left without
2 counsel. That's their number one goal here.

3 MR. ELGIDELY: Thank you for the testimony,
4 Mr. Richards.

5 MR. RICHARDS: It's a statement. I'm not a
6 potted plant.

7 MR. ELGIDELY: Okay. That has nothing to do
8 with how you explain the difference between \$8 million
9 and \$42 million.

10 Mr. Richards, in your statement that number
11 originated with the trustee.

12 Okay. Bear with me for one second. I'm going
13 to share my screen again.

14 BY MR. ELGIDELY:

15 Q. Mr. Redhun, do you recall us talking about
16 Mr. Richards' letter dated June 18, 2023, regarding the
17 offer to purchase?

18 A. Yes.

19 Q. Okay. In paragraph number one it says, "We
20 value our offer at \$50 million to the estate with our up
21 front payment."

22 Do you know who Mr. Richards was purporting to
23 talk on behalf of in this letter?

24 A. You'd have to ask Mr. Richards.

25 Q. Doesn't the first sentence say, "I am putting

1 our offer to writing so we can have a framework to
2 discuss our matter further. Consumer Legal Group, P.C.
3 is offering the following: One, we value our offer at
4 \$50 million to the estate with our up front payment."

5 Is this a valuation that was conceived by the
6 trustee or is this a valuation that was conceived by
7 CLG?

8 A. First of all, this is not my letter. These are
9 not my words. And this letter clearly implicates
10 conversations that are going on between Mr. Ghio and
11 Mr. Richards because it says, "I'm putting our offer to
12 writing."

13 Q. Right. My question though, sir, is, your
14 counsel of record -- "your" being Consumer Legal Group,
15 where you have been designated to testify on behalf
16 today, is saying, "We value our offer at \$50 million to
17 the estate in this June 18 offer."

18 And my question quite simply is, how did you
19 get to that valuation? Is there some appraisal or some
20 formal type of valuation that got you to the valuation
21 that CLG informed Mr. Ghio of on June 18, 2023?

22 MR. RICHARDS: Okay. That question assumes a
23 fact not in evidence, and there's no foundation that he
24 knows how I got to that value to put in my letter. You
25 don't ask the gatekeeping question first. You just

1 assume he knows.

2 MR. ELGIDELY: The gatekeeping question was the
3 motion to sell that Mr. Redhun signed the asset purchase
4 agreement that's the critical document that drives the
5 motion to sell, and he submitted supporting
6 declarations. He's designated by the company to testify
7 on its behalf.

8 Your letters state that CLG valued the asset.
9 The motion is subject to hire and better offers at a \$42
10 million number and nobody can explain to me how the \$42
11 million was arrived at.

12 MR. RICHARDS: Well, my letter is an offer,
13 it's not what ultimately came to the court. There's
14 been inspections and other things that have gone on
15 since then. And you haven't established that Mr. Redhun
16 has competency to testify to why those numbers were in
17 an asset purchase agreement or in my letter.

18 I'm not going to waive the MDA or other
19 settlement negotiations of things that were uncovered
20 afterwards.

21 You first have to ask him, do you have any
22 basis to know why Mr. Richards put that in the letter.
23 The answer is no. We should move on to another subject,
24 not just throw up a straw man and try to make him feel
25 like he's supposed to testify to something I didn't

1 designate him to testify to.

2 MR. ELGIDELY: Well, again, the Committee
3 outlined subject matters for today's testimony. You
4 chose to produce somebody that you said has limited
5 knowledge, even though that individual is the person
6 that signed the asset purchase agreement that contains
7 the numbers and figures, and your letters reflect that
8 CLG arrived at this valuation.

9 In fact, let me share this subsequent letter
10 here.

11 THE WITNESS: Wait. Can we look at the
12 agreement again, please?

13 MR. ELGIDELY: Yeah, we'll get to that. Let me
14 put up this letter.

15 MR. RICHARDS: We doubled the two hour time
16 estimate.

17 BY MR. ELGIDELY:

18 Q. If you look at the -- if you subtract all the
19 speaking objections, we're probably at a three-hour
20 deposition so far.

21 If you look at the June 19 letter from Mr.
22 Richards' files, and again, it says, "I am putting our
23 offer to writing so we can have the framework to discuss
24 matter further. Consumer Legal Group, P.C. is offering
25 the following: One, we value our offer at \$42

1 million" --

2 (Zoom audio interruption.)

3 THE WITNESS: You are breaking up again.

4 MR. RICHARDS: I can't hear the speaking.

5 THE STENOGRAPHER: Mr. Elgidely is frozen.

6 BY MR. ELGIDELY:

7 Q. Paragraph one says, "We value our offer at \$42
8 million."

9 So, Mr. Redhun, do you know whether the
10 valuation was a valuation that originated with the
11 trustee or originated by CLG?

12 A. I don't know who proposed that valuation.

13 But I would like to look at the agreement again
14 to see if I can answer your question like I've asked.

15 MR. RICHARDS: I wouldn't do that, but that's
16 up to you.

17 MR. ELGIDELY: Are you instructing the witness
18 not to look at a document that he asked to look at?

19 MR. RICHARDS: No, he can look at it.

20 THE WITNESS: I'm going to see if I can answer
21 your question to the extent that the document doesn't
22 speak for itself.

23 BY MR. ELGIDELY:

24 Q. Okay. Wonderful.

25 Even though a document says certain things,

1 there's information and testimony that could be provided
2 to amplify what the document says.

3 And that's all I'm trying to get at,
4 Mr. Redhun, what the basis for the \$42 million number
5 is? And it's hard for me to understand because nobody
6 explained to me how you got to \$42 million.

7 Can you see the agreement now?

8 A. No.

9 Can you zoom out? You're showing me, like,
10 five lines of text in one shot.

11 Go to the page we were looking at before. What
12 was that? Page 6. Okay. Scroll down, please.

13 I can't read it when you keep scrolling through
14 the document.

15 Q. Just tell me when you stop, sir.

16 A. Stop. Okay. I think part of your answer is
17 set forth in the language itself.

18 Q. Is this an \$8 million proposed purchase or a
19 \$42 million proposed purchase?

20 A. It's an eight plus, and the plus is what's
21 written in the contract.

22 Q. The language that I highlighted previously
23 regarding the fee?

24 A. You've highlighted a lot of language. I don't
25 think it's fair.

1 Q. I'll highlight it again.

2 Is this the difference between the 8 and the
3 42, sir?

4 A. More than that, but yes.

5 Q. What do you mean "more than that"?

6 A. The language that you need to highlight is more
7 than what's just highlighted.

8 Q. Okay. Where would you like me to continue
9 highlighting to? Tell me the word.

10 A. I think you understand the principle. It
11 speaks for itself. And it says right there, "The buyer
12 shall pay a fee equal to", and I'm not going to read it.
13 It speaks for itself.

14 Q. Your testimony is the difference between the \$8
15 and the \$42 million is reflected in the fee that's been
16 highlighted on page 6 of the asset purchase agreement?

17 A. Yes.

18 Q. Okay. Thank you.

19 But you don't have an appraisal or valuation
20 for the difference between the 8 and 42?

21 Let me rephrase. You don't have an appraisal
22 that reflects the value of the fee; correct?

23 A. I don't have a written appraisal.

24 Q. Do you have a written valuation?

25 A. Not that I'm aware of.

1 Q. Are you aware of anybody in this transaction
2 that has a written appraisal or written valuation?

3 A. I don't think I can answer that question.

4 Q. Mr. Redhun, the agreement required CLG to
5 provide written proof of its financial ability to
6 perform.

7 Do you know whether that written proof was
8 provided?

9 A. I don't know.

10 Q. What written proof would CLG provide concerning
11 its financial ability to perform?

12 A. Well, you're asking me a hypothetical, but I
13 would like to think of some sort of proof of funds.

14 Q. Okay. Does CLG or any of its owners, officers,
15 directors, or employees have any past relationship that
16 we have not spoken about today with Tony Diab or any of
17 his entities?

18 A. Absolutely not.

19 Q. Okay. Does CLG or any of its owners, officers,
20 or employees have any relationship that we have not
21 spoken about today with Daniel March?

22 A. Absolutely not.

23 Q. Same question with respect to Rosa Loli?

24 A. I don't know who that is.

25 Q. Rosa Bianca Loli?

1 A. I don't think I know who that is.

2 Q. Same question Lisa Cohen?

3 A. I don't know who that is. I know other Lisa
4 Cohens, but I can't imagine the person that's identified
5 there is the same people I know.

6 Q. Same question for Eng, E-n-g, last name Tang,
7 T-a-n-g?

8 A. I don't know who that is.

9 Q. Same question with respect to Maria Tan,
10 T-a-n?

11 A. I don't know who that is.

12 Q. Same question with regard to Jake Akers,
13 A-k-e-r-s?

14 A. I don't know who that is.

15 Q. Same question with regard to Han Trinh,
16 T-r-i-n-h?

17 A. I don't think I know who that is.

18 Q. Same question with respect to Jayde Trinh,
19 J-a-y-d-e, last name T-r-i-n-h?

20 A. I don't think I know who that is.

21 Q. How about Wes Thomas?

22 A. I also don't know who that is.

23 Q. Scott Eadie, E-a-d-i-e.

24 A. I don't know who that is.

25 Q. Jimmy Chhor, C-h-h-o-r?

1 A. I don't know who that is.

2 Q. Same question but with regard to the owners,
3 officers, or directors of LGS Holdco, do you know
4 whether they have any relationship with any of your
5 co-defendants in the lawsuit filed by the trustee?

6 A. I don't believe so.

7 Q. And what do you base that belief from?

8 A. We have absolutely nothing to do with Tony
9 Diab, Danny March, LPG in any capacity whatsoever.

10 Q. When you say "we", are you testifying on behalf
11 of LGS Holdco when you say "we"?

12 A. CLG.

13 Q. Okay. But I'm asking now about LGS Holdco,
14 which has been referenced as a related party on the
15 partial stipulation of settlement?

16 A. CLG would not have anything to do with anybody
17 who has any affiliation with those LPG folk.

18 Q. Okay. How about Liberty Acquisitions, same
19 question?

20 A. I don't know. I don't think so. Again, CLG
21 has -- CLG and its people, its related tentacles if you
22 will, have nothing to do with Tony or LPG or any of his
23 people. I've had to clean up a lot of messes because of
24 what he did.

25 Q. When you had your conversation with Mr. Diab 10

1 months ago to get information of his network of local
2 counsel, did you view his information as reliable or him
3 as sort of an expert in the field?

4 A. I wouldn't call him an expert of anything, and
5 I wouldn't call any of the information he gave me
6 reliable. I asked him for a contact and that's what he
7 gave me.

8 So it's not a matter of reliability or
9 credibility. It's to the effect of, hey, do you know an
10 attorney in the State of Louisiana that can represent me
11 on this vacation house I'm buying? Yeah, sure. Call my
12 friend John Doe. That's it, and then I called
13 John Doe.

14 Q. And with regard to future work by CLG on these
15 customer files, does CLG have any intentions of entering
16 into any type of relationship with Mr. Diab or any of
17 his entities?

18 A. That would be one of the highest levels of
19 stupidity that I could ever think of.

20 Q. Is Mr. Diab or any of his entities providing
21 any of the consideration for the purchase of the
22 debtor's assets?

23 A. Absolutely not.

24 MR. ELGIDELY: With that, I have no further
25 questions, Mr. Redhun. I know some of the attorneys

1 that are present may have a question or two or a few
2 questions. So I will turn it over to them at this
3 time.

4 MR. RICHARDS: I'm actually going to cross him,
5 like I told him I was, and then you can turn it over if
6 someone wants to ask him some questions, but I'm going
7 to keep my cross with your direct.

8 EXAMINATION

9 BY MR. RICHARDS:

10 Q. Mr. Redhun, has Tony Diab ever provided any
11 direction to any lawyer working on the current CLG
12 clients in the form of an email to the firm?

13 A. Not that I'm aware of.

14 Q. Has Tony Diab ever physically been present at
15 the CLG offices and spoken with employees?

16 A. I don't believe so.

17 Q. Have you ever -- has an employee ever reported
18 to you that they received direction from someone named
19 Tony Diab?

20 A. No.

21 Q. With respect to your independence at the firm,
22 has anybody that has provided funds to the firm given
23 you any direction that you should ever compromise your
24 professional ethics when representing CLG clients?

25 A. I would never compromise my professional ethics

1 with anybody under any circumstances whatsoever.

2 Q. Who at CLG -- and I'm only talking between
3 attorneys and others -- who has the final decision on
4 all legal matters the firm is providing legal services
5 for, the attorneys or somebody else?

6 A. Always the attorneys. Most likely me.

7 Q. Okay. With respect to the current clients that
8 the firm is servicing, are you aware of any small claims
9 action from any of those clients against the firm asking
10 for any funds back?

11 A. No.

12 Q. Are you aware of any civil action in New York
13 or surrounding counties for any funds back?

14 A. No.

15 Q. With respect to the contention that the firm is
16 "alter ego of LPG", I want to address my next question
17 to that.

18 You're familiar early on someone made that
19 allegation?

20 A. Yes.

21 Q. Are you personally aware that if the firm was
22 "alter ego of LPG", that there would be catastrophic
23 consequences?

24 A. Yes. That's my understanding.

25 Q. Okay. Do you have an understanding of whether

1 my firm or Greenspoon would even represent an alter ego
2 of Tony Diab in this case?

3 A. I can't imagine anybody who is reputable
4 would.

5 Q. Okay. At any time that you've been
6 representing -- working at CLG, has anybody told you to
7 conceal that Tony Diab is really giving direction or
8 providing capital to CLG?

9 A. Well, he's not so there's no need to conceal.
10 The answer to your question is no.

11 Q. If someone hypothetically had given you that
12 direction, would you follow it based on your
13 understanding of the current posture of the bankruptcy
14 case?

15 A. Absolutely not.

16 Q. Would you immediately report that to my office
17 if somebody asked you to hide Tony Diab's involvement
18 with CLG in any way?

19 A. At a minimum.

20 Q. Okay. And with respect to -- would you have
21 any opposition reporting it to the OCC and to the
22 trustee if you ever saw somehow Tony Diab appear at the
23 firm?

24 A. Would I have any opposition to that?

25 Q. Yeah.

1 A. No.

2 Q. Okay. And would you agree to report
3 immediately to the OCC and the trustee and the
4 United States Trustee if you ever saw any inclination
5 that Tony Diab had any involvement in CLG from now
6 through the time of purchase and afterwards?

7 A. Yes.

8 Q. With respect to the attorneys that you
9 supervise and the paralegals, have any of them ever
10 reported to you that they're taking direction from
11 anybody other than yourself and Mr. Kaufman?

12 A. Who? You mean, Mr. Weber?

13 Q. Mr. Weber. I'm sorry. I got the name mixed
14 up.

15 A. No.

16 Q. Did anybody report to you that they're taking
17 direction from any other attorneys?

18 A. No. Some of the other attorneys may take
19 direction from the other attorneys in the office, but
20 everything remains within the office. Not a single
21 outside influence whatsoever in any capacity.

22 Q. With respect to "capacity", you testified that
23 you had a certain amount of attorneys and a certain
24 amount of paralegals.

25 Are those the only people at CLG that service

1 the existing client base? Yes or no.

2 A. No.

3 Q. Okay. Can you testify as to what types of
4 people interface with the clients of CLG?

5 A. We have a slew of non-legal team personnel.

6 Q. Why is it important that when clients of CLG
7 contact CLG that their calls are promptly addressed and
8 answered?

9 A. Because I think the entire legal industry is a
10 service industry, so we pride ourselves on the support
11 and customer service that we give to our clients.

12 So given that our clients are generally facing
13 the worst times of their life and, you know, future
14 financial ruin, it would be wild to put them on hold or
15 not return their calls. We offer a sort of a
16 hand-holding in addition to the legal services that we
17 provide.

18 Q. How many customer service people answer client
19 calls in a day at CLG?

20 A. I have no idea. It's a lot.

21 Q. Do you know what your call-drop rate is?

22 A. I do not.

23 Q. Do you know what the call-drop rate is?

24 A. What the terms are?

25 Q. Yes.

1 A. I can guess.

2 Q. Don't guess.

3 If client calls were not being responded to,
4 would that be something you would know about as the
5 managing lawyer?

6 A. Very quickly.

7 Q. Okay. And, again, these questions may sound
8 trivial, but I need them in the record.

9 If calls were not being returned, would that be
10 something you would typically hear about?

11 A. Yes.

12 Q. And so is one of your -- have you heard that
13 calls are not being returned at CLG?

14 A. No, because we have a standing order to
15 communicate and correspond with clients as quickly as
16 humanly possible.

17 Q. How many customer service people would you say
18 you have on the floor at GLG and working out of their
19 houses?

20 A. I could only give you the ones that are on the
21 floor. And probably no less than 50.

22 Q. And are the phones busy all day long answering
23 calls from clients?

24 A. All day long.

25 Q. And with respect to your refund procedure, does

1 someone need to get your approval to get a refund or
2 could the customer service agent decide on their own
3 without attorney approval?

4 A. The customer service people can give a refund
5 if asked.

6 Q. So would you say the process is easy or
7 cumbersome?

8 A. Which process?

9 Q. Of getting a refund if someone calls customer
10 service and just says they want a refund?

11 What I'm trying to establish is, are there a
12 lot of approvals or can customer service do it on the
13 spot?

14 A. Customer service can do it on the spot because
15 otherwise we'd have clients held in limbo, we'd have
16 quite an upset client base with us, and we would be
17 facing other complaints which we don't face because of
18 our approach and handling of consumer client refund
19 requests.

20 Q. If your firm acquired these files, which I'm
21 not going to get into what we uncovered in the
22 inspection, but let's say a range of 10,000 to 15,000
23 files -- I just want to throw out a hypothetical
24 number -- do you see any problems in taking over the
25 servicing of these clients with your present capacity

1 today?

2 A. No.

3 Q. Can you testify why you don't believe as the
4 managing lawyer -- strike that.

5 Do you know that you have an ethical obligation
6 to only take work that you can competently handle? Yes
7 or no.

8 A. Yes.

9 Q. Okay. Do you see any issues with you being the
10 managing lawyer of the current capacity of CLG in
11 acquiring the asset that's being proposed to be sold?

12 A. We have no issue. We wouldn't be in this game,
13 and I wouldn't be testifying here today if there was an
14 issue.

15 Q. And how many active litigation files do you
16 think you have presently for clients that are being
17 sued?

18 A. I don't know if I have that number ready to
19 go.

20 Q. Do you have a range? Is it like 1,000 to
21 2,000? Is it some sort of range?

22 A. It's probably closer to 2,000. I don't have an
23 exact number.

24 Q. Does the 2,000 files stay -- if you don't
25 service the 2,000 litigation files and do nothing, does

1 that number grow or decrease?

2 A. Which number do you mean?

3 Q. Like, active litigation files -- let me lay a
4 foundation.

5 Is it important to try to settle and resolve
6 those cases or is it better to do nothing with respect
7 to the amount of open litigation files?

8 A. We try to deal with every single one of them.
9 And ignoring the files just leads to a spiraling bigger
10 problem.

11 Q. Does each month, new litigation files come in,
12 and other ones get closed? I'm just trying to
13 understand the process for the record.

14 A. Yes.

15 Q. Can you just explain that? Because at LPG, if
16 these clients aren't being handled, then the litigation
17 files could grow over there.

18 So I'm trying to understand, if you could
19 testify how that works, just in a general sense, so it's
20 clear for the record?

21 A. Sure. And I want to use two hypothetical
22 clients as an example.

23 Client A can have five debts enrolled with
24 Consumer Legal Group. Three of those debts could
25 escalate to litigation while they're with us. If we

1 don't do anything with those three, aside from the
2 catastrophic consequences to that particular client, the
3 likelihood of the other two debts that are enrolled with
4 us, would also be escalated to litigation. Now, we
5 would have five.

6 If we're going to settle and start working on
7 resolutions or invalidation of those particular debts,
8 we would also look to make some sort of deal or
9 resolution on the other two debts. So that number --
10 that particular client could have five active debts and
11 at any given moment, some of those debts could be in
12 litigation and some not.

13 Conversely, you could have one client with one
14 debt that's enrolled with us. That debt could be
15 resolved before litigation and that debt could be
16 resolved after litigation has commenced or six months
17 after litigation has commenced.

18 So that particular client, let's assume that
19 God forbid we drop the ball with respect to that client,
20 that dropping the ball is isolating to that particular
21 client wouldn't affect the numbers. Whereas, dropping
22 the ball with Client A, for example, would lead to
23 bigger problems.

24 Q. Okay. When I came to CLG to inspect the
25 offices and saw the people working, were those real

1 people working on the floor or were they actors?

2 A. They're all real people.

3 Q. Has anybody ever instructed you to withhold any
4 materials from the trustee's office or from my office if
5 we've requested them?

6 A. No.

7 Q. Okay. With respect to the files that you
8 would -- let me strike that.

9 Can you testify as to how mail is typically
10 sorted from these clients?

11 A. We have a mail house where everything -- the
12 incoming is open, scanned, sent to an email address, and
13 uploaded to our portal. When those things happen, there
14 are certain tasks that get triggered based on some of
15 those transpiring events.

16 For example, if there's a legal document that
17 comes through, the legal team is tagged, and there's a
18 task created for the legal team to review that
19 particular document. So we have multiple ways of making
20 sure that we hit all of the pieces of mail and that
21 nothing falls through.

22 Q. Do you have sort of an estimate as to how
23 quickly you process mail?

24 A. Within a couple of days.

25 Q. Okay. With respect to the current debtor, you

1 went and visited the current debtor; correct?

2 A. We visited Phoenix.

3 Q. And because we signed an MDA, I'm not going to
4 ask you anything about what you saw. But generally, if
5 I told you that the debtor's mail was not being uploaded
6 or not being scanned, is that a problem generally in
7 your business?

8 A. It's a monumental problem.

9 Q. So would you say that uploading, scanning, and
10 processing mail is extremely important?

11 A. It's like checking an inbox for court.

12 Q. So do you believe that CLG -- let's say,
13 hypothetically there was 20,000 pieces of mail that was
14 uploaded.

15 How would CLG, if it acquired these files, how
16 would they get up to speed quickly with unopened mail?
17 What would you do?

18 That's what I'm saying. How are you going to
19 handle that problem which is a lot of pieces of mail?

20 A. Once we open all of the unopened mail and it's
21 uploaded, we look for triage. So we look for things
22 that have actual pending litigation matters tied to
23 those particular files. And then we would have at least
24 one paralegal start looking at that particular file
25 within the court to see what the status is of that

1 particular file, while another paralegal looks up and
2 opens up the next one.

3 Based on what the first person finds, it might
4 be too late. You know, a default judgment might have
5 already been entered. In which case, I'll move to the
6 next one to see if I can save that file, vis-à-vis the
7 client having been served but no responsive pleading is
8 due yet. Or where there's a motion for a default
9 judgment filed in which case we can oppose it or send it
10 to local counsel immediately to have it opposed.

11 Certain files are going to have a garnishment
12 attached to them because there was no action taken on
13 them for quite a while. Those are effectively, for a
14 lack of better way of saying it, dead on arrival. So
15 those would take the least priority of everything that
16 we'd be looking at.

17 Q. Okay. So, do you have sort of a plan if the
18 court approved the sale, how you're going to tackle
19 those files?

20 A. Yes.

21 Q. Okay. Could you just -- in a big picture, just
22 outline how you're going to allocate the resources to
23 deal -- again, this is just a potential issue that may
24 come up -- is unopened mail. How are you going to deal
25 with that?

1 A. Once we get the mail open, scanned, and
2 uploaded, I have one paralegal who is phenomenal. She's
3 amazing. She's super efficient. I would have her take,
4 I would say the head, I would have another one take a
5 tail, and have them start working it up.

6 And then we have a different paralegal who's
7 really good at looking up different individual
8 courthouses through their online websites and calling
9 the court to find out the status of individual files.

10 I have the local liaison paralegal on standby
11 ready to dispatch emergency files to various local
12 counsels. And we also have the attorneys ready to go to
13 make judgment calls based on how to file particular
14 files.

15 Not to mention, of course, that we have other
16 paralegals that can step in and fill in a lot of those
17 different roles and really start going through, what we
18 call in our office, kind of like the review summons
19 test.

20 So immediately, I would put probably about four
21 paralegals on the review summons. We break it up by
22 numbers or by letters -- I don't know. We would figure
23 that part out.

24 And then once we have that information
25 elicited, it would go to the next layer of people to

1 start looking into these specific files. And then we
2 have the next layer of what to do with those particular
3 files.

4 Q. And when you finally absorb those files, do you
5 have an estimate as to like an outside amount of time
6 that once mail is not answered, it becomes irreversible
7 or do you just have to try your best once you get the
8 unopened mail?

9 A. We would try our best.

10 First of all, there's almost nothing that is
11 irreversible. Our worst case scenario is when a client
12 was personally served, owes the debt, and the creditor
13 followed all the proper procedures in getting a default
14 judgment which led to a garnishment. In those cases
15 there's really not a whole lot you can do. Even
16 vacating a default judgment, you need to show a
17 meritorious defense and a reasonable excuse for the
18 default, neither of which we would be able to show in
19 this particular case. Those we just skip over to the
20 next one.

21 Q. When counsel showed you the Better Business
22 Bureau, do you have an understanding as to whether or
23 not the Better Business Bureau's complaints will even
24 let you open closed complaints once they're closed?

25 A. I don't have any knowledge about the Better

1 Business Bureau. What I could say is that, even if
2 everything on there is true and accurate, everything
3 they're saying is right, that's such a statistical drop
4 in the overall bucket of what we're showing. Not to
5 mention that half of garbage was related to LPG and
6 dealt with refunds, and we have an overwhelmingly
7 favorable refund policy. That is so non-important and
8 not relevant to me. I couldn't care less about that.

9 Q. Are there any other websites that you're aware
10 of where you have positive reviews?

11 A. Yeah. I'm not the Internet guy. I think it's
12 called Trust Pilot.

13 Q. Trust Pilot, okay.

14 And if the U.S. Trustee or the OCC contacts
15 somebody on the Better Business Bureau side, and for
16 whatever reason they haven't gotten a refund yet, would
17 these one or two people, out of thousands of clients,
18 would you be immediately willing to give them a refund,
19 as the managing attorney, if somehow this refund was
20 overlooked?

21 A. Almost certainly.

22 Q. Would you be willing to commit to that now --

23 A. Yes.

24 Q. -- if somebody pulled a customer out of the hat
25 and said, I found one out of 20,000 that didn't get a

1 refund or a fee like the person would, would you
2 immediately promise to make sure their fee is
3 refunded?

4 A. Yes. It would be illogical for us not to do
5 that.

6 Q. With respect to the 12 complaints you saw in a
7 year, did you find that -- when you say, "a drop in the
8 bucket" or some other word, would you find that
9 statistically material that out of thousands of clients
10 someone filed a complaint?

11 A. I don't think it would rise to maybe even half
12 of one percent.

13 Q. Did you ever warrant to anyone that a client of
14 a lawyer would never file a complaint against a law
15 firm?

16 A. I don't warrant anything to anybody about
17 anything. It's one of the ethical rules and guidelines,
18 other than we will do our best to help you. That I can
19 promise everybody.

20 Q. But sitting here today, are you aware of any
21 client of CLG that has an ongoing complaint with CLG for
22 a refund of a fee or their actual payments that were
23 made that CLG has not resolved? That's the big
24 question.

25 A. No. If anybody came to my office to talk to me

1 about a refund, I will throw them out and tell them to
2 give it back to them.

3 Q. So are you aware that Tony Diab had a different
4 posture when it came to refunds or not?

5 A. I have no idea what he did. Nothing surprises
6 me.

7 Q. Okay. If someone had advanced or lent money to
8 CLG told you, please don't give a refund because it
9 affects our bottom line, would you ever follow that
10 advice?

11 A. That's stupid.

12 Q. Okay. In other words, is there any reason you
13 could think that your independent judgment as the lawyer
14 running CLG is influenced by any other person or
15 source?

16 A. It is not.

17 Q. It is not, okay.

18 And with respect to your background, have you
19 handled large escrows in the New York area in real
20 estate deals?

21 A. Yes.

22 Q. Could you just give the Committee just sort of
23 an example of the transactional dollar amount of
24 purchases you've handled as a lawyer as a fiduciary for
25 various parties?

1 A. I think the highest one I've ever dealt was a
2 \$175 million purchase. Recently, I was involved with --
3 probably about two months ago with the \$17 million
4 purchase.

5 I'm in the process right now -- I say we, but
6 it's really my clients -- we bought portfolio property
7 in New Jersey for, I think, \$6.8 million and we're
8 selling it now for about \$9.2. We have staggered
9 closing so I'm involved with millions of dollars of
10 purchases on a weekly/monthly basis.

11 Q. Okay. I want to be clear for the record.

12 Your firm specifically handled a \$175 million
13 transaction, money coming in and money coming out of
14 your account; is that correct, sir?

15 A. Yes.

16 Q. Do you have any military training and
17 background?

18 A. Yes.

19 Q. Can you please tell the Committee what your
20 military training and background is?

21 A. I volunteered for the Israeli military back in
22 2002.

23 Q. And what was your role in the military?

24 A. I was the gunner of a combat tank division.

25 Q. And how long were you in the Israeli defense

1 forces?

2 A. Couple of years.

3 Q. And were you honorably discharged?

4 A. Yeah, they don't have that over there because
5 everybody continues to do reserve duty. But, yes, I
6 never had a single complaint whatsoever in any capacity
7 against me.

8 Q. And besides a law license, do you hold any
9 other professional licenses?

10 A. I hold a New York State real estate broker's
11 license. A driver's license. I don't know. I think
12 that's it.

13 Q. Okay. And do you have any concerns at all
14 about your fiduciary duty to clients who would be
15 acquiring from this estate if the court approved it?

16 A. No, I would not agree to participate in any
17 part of this whole process if I felt that we couldn't
18 pull it off.

19 MR. RICHARDS: Okay. I don't think I have any
20 further questions. Thank you.

21 Ken, do you have a couple?

22 MR. MISKEN: Yeah, I have a couple.

23 EXAMINATION

24 BY MR. MISKEN:

25 Q. My name is Ken Miskén. I'm the Assistant

1 United States Trustee.

2 Can you just tell me what states you're
3 admitted to the state bar in?

4 A. New York and New Jersey.

5 Q. And do you actively practice in those two
6 jurisdictions?

7 A. Yes.

8 Q. Do you appear in state courts?

9 A. And federal courts.

10 Q. And federal courts. In both?

11 A. Yes.

12 Q. Are there any other jurisdictions in which you
13 appear on behalf of clients?

14 A. No.

15 Q. How about the lawyers that are employed by
16 Consumer Legal Group, which jurisdictions are they
17 admitted in?

18 A. New York and New Jersey. One of them -- no, I
19 think that's it. I know one of them was working on --
20 she passed the bar in one particular state, and we're
21 working on trying to get her admitted in that state, but
22 New York and New Jersey.

23 Q. Do you recall what state that was?

24 A. North Carolina.

25 Q. Do you know what jurisdictions Consumer Legal

1 Group attorneys are actively representing consumers? Is
2 that just New York and New Jersey?

3 A. Correct.

4 MR. RICHARDS: Ken, can I just clarify?

5 Do you mean if they get local counsel and they
6 are pro hac'd in?

7 MR. MISKEN: No, directly. The Consumer Legal
8 Group attorneys themselves. Not getting local counsel
9 or affiliated counsel to represent the consumers.

10 THE WITNESS: Just New York and New Jersey
11 where we are admitted. We wouldn't go anywhere else.

12 BY MR. MISKEN:

13 Q. And that would be both in state court and
14 federal court?

15 A. Yes. I don't know if they're admitted in
16 federal court, but I know that I am. So I would be
17 doing those if we went there.

18 Q. Okay. And you may have said this earlier, but
19 in paragraph 15 of your declaration that's attached to
20 the trustee's motion to sale, you state that CLG uses
21 proprietary software to operate its business?

22 A. Yes, sir.

23 Q. What software is that?

24 A. I know -- I don't know what it's formally
25 called. I know what we call it. It's called Debt Pay

1 Pro.

2 Q. Does CLG have a privacy policy?

3 A. What do you mean?

4 Q. Earlier I believe you testified that you
5 drafted some specific SOPs and said that you have
6 general policies.

7 Do any of those general policies have privacy
8 policies regarding, you know, client information?

9 A. We have the privacy policies that's part of our
10 website. I also make it a point of telling every single
11 new hire, and pretty frequently, that -- you know, like
12 Fight Club. The first word about us is you don't speak
13 about us. So everybody is really under tight-lipped.

14 Q. And then with regard to the sale, CLG is
15 proposing to purchase this consumer's client accounts;
16 correct?

17 A. Yeah, but it's not that simple. Clients have a
18 right to choose counsel that they want. So, you know,
19 we follow the ethical rules as part of that acquisition,
20 and the clients have a right to say no to us.

21 Q. Do you know as part of that transaction if CLG
22 receives a client file, will CLG also be receiving that
23 client's bank account information?

24 A. Well, once the client signs a new agreement
25 with CLG, part of that new agreement and the information

1 that's requested is that client's bank account
2 information.

3 Q. So the trustee will not be transferring client
4 bank account information to CLG?

5 A. I don't know that I can answer that question.

6 MR. RICHARDS: Ken, I think they use a
7 processor. If you have a concern about that we could
8 certainly address it. We don't need the client banking
9 information. There's a 90-day window, but we could
10 discuss that off-line if you want. Definitely, it's not
11 going to be floating around.

12 BY MR. MISKEN:

13 Q. But you will be receiving copies of the legal
14 services agreements, right, from each consumer that LPG
15 signed with them?

16 A. Maybe. I couldn't care less about that. What
17 I care about is my stuff.

18 Q. Okay. So you don't know if you'll actually be
19 receiving any bank account information; correct?

20 A. I don't know. And again, when they come to us,
21 it's kind of like a fresh start.

22 Q. Any other personally identifiable information,
23 do you know whether Consumer Legal Group will be getting
24 like date of birth, home address, email address, or any
25 of that type of information?

1 A. I don't know, but I know that part of the
2 information that we get and we need in order to do our
3 jobs properly is requesting a lot of that information.

4 So regardless of whether the trustee sends us
5 that information for a particular client, we kind of
6 just get -- think about it like this. We disregard that
7 until the client signs a new service agreement with us
8 and which we ask for that information anyway.

9 Q. What would happen if a client file is
10 transferred from the estate to Consumer Legal Group but
11 then the consumer does not sign a new agreement with
12 Consumer Legal Group?

13 A. That is a good question.

14 I don't know that I would feel comfortable
15 servicing a client that hasn't formally engaged us to
16 service them or represent them. I don't know that
17 ethically we have the right to represent them.

18 I would like for my own protection, when I say
19 "me", I mean CLG, we would want powers of attorney,
20 legal services agreement signed, you know, giving us
21 privity with that particular client. Clients that
22 refuse, I don't know. I probably would turn those
23 away.

24 MR. MISKEN: Okay. I think those are all the
25 questions I have. Thank you.

1 THE WITNESS: Thank you.

2 MR. RICHARDS: All right. Great. Thank you
3 very much.

4 MR. COUSINEAU: No questions at this point.

5 MR. ELGIDELY: I was just going to tell the
6 witness that, obviously, he has the right to read his
7 deposition or to waive the right to read his deposition.

8 Of course, to the extent he reads and makes any
9 substantive changes to his testimony that we have the
10 right to recall the witness and inquire about those
11 changes.

12 But, Mr. Redhun, we need you to state on the
13 record at this time whether you would like to read or
14 waive?

15 THE WITNESS: I would like to read.

16 MR. RICHARDS: We would like to read it. And
17 you can send it to my office ronaldrichards.com. The
18 court reporter can send me the copy you want him to
19 review.

20 MR. ELGIDELY: Thank you.

21 MR. RICHARDS: Thank you very much.

22 THE STENOGRAPHER: We are going off the record.
23 The time is 12:56 p.m.

24 * * *

25 CERTIFICATE OF STENOGRAPHIC REPORTER

1
2 I, CARA M. FOSTER, a Stenographic Certified
3 Shorthand Reporter and Registered Professional Reporter,
4 hereby certify that the witness in the foregoing
5 deposition:

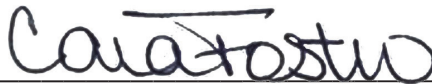
6 That JASON REDHUN, the witness whose deposition
7 is hereinbefore set forth, was duly sworn by me before
8 the commencement of such deposition and that such
9 deposition was taken before me and is a true record of
10 the testimony given by such witness.

11 I further certify that the deposition of
12 JASON REDHUN, occurred remotely via videoconference on
13 Monday, July 17, 2023, commencing at 7:04 a.m. to 12:56
14 p.m. PST.

15 I further certify that I am not related to any
16 of the parties to this action by blood or marriage, I am
17 not employed by or an attorney to any of the parties to
18 this action, and that I am in no way interested,
19 financially or otherwise, in the outcome of this matter.
20
21
22
23
24

25 IN WITNESS WHEREOF, I have hereunto set my hand this

19th day of July, 2023.



Cara M. Foster
RPR, CSR No. 11973

WITNESS'S CHANGES OR CORRECTIONS

Deponent: JASON REDHUN

NOTE: If you are adding to your testimony, print the exact words you want to add. If you are deleting words from your testimony, print the exact words you want to delete. Specify with "Add" or "Delete" and sign below.

Page	Line	Change/Add/Delete.
------	------	--------------------

Date: _____ Signature: _____

DECLARATION UNDER PENALTY OF PERJURY

---oOo---

I, the undersigned, declare under penalty
of perjury that I have read the foregoing transcript,
and I have made any corrections, additions or
deletions that I was desirous of making; and that the
foregoing is a true and correct transcript of
my testimony contained therein.

EXECUTED this ____ day of _____, 2023.

JASON REDHUN

Focus Litigation Solutions
400 Capitol Mall, Suite 1450
Sacramento, CA 95814
Telephone (916) 228-4593
Production@FocusLitigationSolutions.com

July 19, 2023

Jason Redhun
c/o Ronald N. Richards, Esq.
P.O. Box 11480
Beverly Hills, CA 90213

Re: The Litigation Practice Group, P.C.
Date of Deposition: July 17, 2023

The transcript of your deposition taken in the above-entitled matter has been transcribed. The original transcript will be held for 30 days from the date of this letter before it is sealed and forwarded to the noticing attorney.

You have the right to review, sign and make corrections to your transcript within the 30-day period. Please call the above number, or e-mail to make an appointment for your review. It is our policy not to release the original transcript and complimentary copies are not provided.

If you are represented by an attorney, we advise that you contact your attorney to discuss this matter. If you are an independent witness and have questions, please contact the attorney who requested you to testify or this office for further instructions.

If you wish to waive signature, please sign and date below and return this letter to the above address. In the event you have not read, corrected, and signed your deposition within (30) days of receipt of this letter, it may be used with the full force and effect as though it had been read, corrected, and signed.

Cc: All counsel

DATE

Jason Redhun

WORD INDEX

< \$ >	10.1 118:8	133:6 134:1 168:16	25 60:15, 21 61:1
\$1 157:19, 21 160:5, 9, 11	10:04 85:23	169:17, 21	62:12, 21 97:3
\$17 197:3	10:48 117:22	19 131:1, 2 171:21	134:17 136:16 147:9
\$175 197:2, 12	100 4:7 27:1, 2, 11	198 5:6	250 145:9
\$240 50:13	39:4 141:7	19th 206:1	255 164:22 165:24
\$240.61 50:3	101 3:11		25th 86:8 147:8
\$3.3 71:22 72:11	10178 3:12	< 2 >	274 147:12, 14
73:14 125:16 126:4	1099's 42:16 43:5, 10, 13	2 3:21 6:18, 19	279 147:1
\$42 155:5 161:21	11 1:5 4:4 6:21	48:25 49:17 50:6	289 158:12
162:7 163:6, 13	10:8 22:4, 8 56:13	63:4 116:10 145:9, 10 146:3 147:5, 8	29 87:25
166:15, 25 167:2, 3, 6, 7, 15, 20 168:9 170:9, 10 171:25 172:7	122:1	148:11, 16 157:18	2A 165:12
173:4, 6, 19 174:15	11:10 55:4, 5	2,000 186:21, 22, 24, 25	< 3 >
\$50 168:20 169:4, 16	11:31 148:25	20 13:21 43:8, 9, 10	3 22:16, 21 48:11, 13
\$58 50:14	11:36 148:25	76:23 85:8 147:17	154:23
\$6.8 197:7	11:52 85:1	166:1, 4	30 85:8 101:8
\$7 161:15	11480 3:6	20,000 190:13 194:25	117:20 146:9
\$8 161:17, 21 163:6	11973 1:24 2:10 6:7 206:9	2002 197:22	31 63:4
166:14, 25 167:2, 4, 15 168:8 173:18	12 47:10, 14, 17, 22	2022 19:4, 10, 16, 21	310.56.1001 3:7
174:14	55:13 143:4 195:6	21:12, 15 40:1, 23	35,000 133:12, 16
\$9.2 197:8	12,000 48:17 61:10, 17 71:22 72:9 73:5	41:5, 15 42:5, 23	168:1
	79:10 80:20 81:22	43:1 54:1 59:2, 5, 22	3rd 10:8
	99:23 125:15, 22	2023 1:17 22:16, 22	< 4 >
	126:5 139:1, 11	25:22 39:19, 24, 25	4 62:18 100:14
	140:10 141:10 142:2, 3, 21 143:12 149:4, 21 150:9, 17 152:8, 11, 20, 24 153:8	40:11, 14, 19, 21 42:9, 17 43:5 48:3, 7, 11, 13, 25 49:17 50:2, 6	40 32:14, 15 107:18
	12,546 42:9 112:8	60:21 61:1 62:12, 21	108:6, 20 109:2, 6, 13, 19 110:3 112:24
	12:45 85:12, 16, 19, 22	63:2 71:25 72:3	113:5, 11, 12, 19, 21, 25 114:13
	12:56 204:23 205:13	93:12 99:24 131:22	40507 4:8
	13 16:8 87:7, 14	132:22 133:7, 13	411 3:17
	116:24	136:16 139:11 140:4, 11, 14, 21 141:5, 21	42 174:3, 20
	13th 87:15	146:19 149:4 152:8, 25 168:16 169:21	45 78:19 85:8
	15 25:10 48:7 63:2	205:13 206:1	45th 32:16
	85:6 130:11 146:9	206 1:23	< 5 >
	166:7 200:19	21 147:17	5 143:4
	15,000 185:22	212 158:12	5,000 41:24, 25
	15:56 1:18	212.878.7900 3:13	141:15 142:1, 18
	16 13:8	22 147:17	50 184:21
	17 1:17 101:9 151:2	22,000 138:14, 18	50/50 16:24
	205:13	139:5 140:4 143:8, 16 153:2, 10	< 6 >
	179 5:5	229 147:11	6 48:3 50:2 86:25
	17th 3:12	23 147:16	87:25 93:12 106:11
	18 19:4, 16, 21 21:12, 15 54:1 59:2, 5, 22	24 147:16	165:23 173:12
	131:17, 22 132:12, 21		174:16
			6/15 133:24, 25

6/25 133:24
67 63:14 71:12, 17
69 71:19

<7>
7 5:4 122:1 130:12
145:1 146:19
7:04 1:18 6:4
205:13
714.338.3400 3:19
7160 3:18
7220 1:22

<8>
8 174:2, 20
8:05 55:6
8:13 55:6
8:23-bk-10571-SC 1:6
8:53 85:23
80 118:5
80/20 16:25 17:1
805.564.2444 3:24
831 3:23
859.425.1021 4:8

<9>
9 55:7
90 85:20
900 4:7
900,000 55:22
90213 3:6
90-day 118:10 202:9
92701-8000 3:18
93101-3227 3:24
940 147:1, 12

<A>
a.m 1:18 6:4 55:6
85:23 117:22 148:25
205:13
A.P.C 97:17
ABA 33:9
ability 143:25
153:25 175:5, 11
able 13:5 29:9 46:5
52:20 53:3 55:19
58:9, 11 75:24 78:7
81:9 136:23, 24
142:10 164:8 165:3
193:18

absolutely 36:16, 21
77:10 79:12 159:18
175:18, 22 177:8
178:23 181:15
absorb 193:4
accept 95:3
acceptable 7:23
85:12
accepted 155:4
account 48:15 49:19,
21 50:11 124:25
197:14 201:23 202:1,
4, 19
accounting 109:6, 14,
15, 17, 20, 21, 24
114:13
accounts 36:20
48:17 201:15
accurate 8:3 50:22
70:10, 11 139:24, 25
140:23 144:19, 22, 23
194:2
acknowledgement
34:17
acquire 73:23 74:17
80:8 136:6 138:14
143:7, 15
acquired 42:10
48:17 82:2 100:23
105:3 108:3, 7 112:8,
23, 25 113:3, 18
114:1 139:1, 12
140:11, 14, 21 141:14,
20 142:1, 21 143:13
149:21 150:9 154:12
185:20 190:15
acquiring 70:4
83:25 135:4 186:11
198:15
acquisition 74:22
75:13, 25 76:5 77:16
79:10, 17 80:20
81:13, 17 82:6 84:7,
14, 22 99:23 121:11
130:10 137:6 138:3,
5, 9 142:16, 24 149:3
150:16 151:1, 2
152:7, 24 153:2, 9
167:11 201:19

acquisitions 124:8
157:25 158:4, 15, 18,
23 160:2, 12, 19, 22
161:18, 23 177:18
act 20:6, 8, 12 30:1
action 62:19 116:11
122:4 180:9, 12
191:12 205:16, 18
actions 44:3
active 21:20 118:5
129:4 166:5 186:15
187:3 188:10
actively 126:13, 16
128:23 153:1 199:5
200:1
actors 189:1
acts 20:5, 9, 10, 14
actual 13:9 24:5
34:6 62:2 82:17
115:15 124:12, 22
156:6 157:14 190:22
195:22
add 105:5 133:8
adding 151:7
addition 17:21 63:15
183:16
additional 50:3
114:15, 16 143:16
157:9 162:3
address 10:18 22:9
180:16 189:12 202:8,
24
addressed 31:19
183:7
adjustments 156:17
administrative 165:25
admissible 117:10
admitted 71:20
97:17 199:3, 17, 21
200:11, 15
advance 34:17
advanced 196:7
advantageous 154:9
adversarial 124:3
adversary 97:3, 7
122:2
advice 92:21 93:3,
13 95:25 117:4
196:10

advise 9:3 163:19
affect 188:21
Affiliate 158:16, 19,
20 159:9 160:3, 12,
18, 22 161:18
affiliated 158:24
200:9
affiliates 157:22
160:10
affiliation 177:17
affirmative 96:11
afford 83:11, 14
139:17
afield 117:13 167:21
afternoon 7:18
85:25 86:1
agent 28:13, 15 29:4
30:12 84:11 91:12
185:2
ago 25:21 39:12
64:6, 9, 12 65:25
66:8, 9, 18 67:22
68:9, 11, 25 74:11
80:18 81:12, 19
151:2 178:1 197:3
agree 8:19 18:12, 21
44:11 50:17 95:13,
16 112:13, 15 182:2
198:16
agreed 75:19 108:6
110:9 112:23 113:5,
19, 24
agreeing 94:14
113:9 114:11
agreement 28:13
29:4, 10 30:10 84:11
91:12 102:8 103:14,
23 106:1 109:5
111:22 113:13, 14
115:4, 5 129:20
144:14 145:11, 17, 23
147:5 148:4, 14
155:14, 16, 19 156:4,
7, 20 157:5, 14 159:8,
25 161:13 163:22
170:4, 17 171:6, 12
172:13 173:7 174:16
175:4 201:24, 25
203:7, 11, 20

agreements 202:14	answer 8:23, 24 14:8, 16, 22 20:1, 4, 17, 19, 23, 24 21:2 24:8 25:17 26:7 28:11 29:14, 16 30:24 37:13 39:14 41:9, 16, 17 42:2, 14 44:8, 17, 19 48:12 49:10 51:22 52:21 53:3 56:17 58:4 60:6 65:23 68:21 74:3, 8 75:22 76:17 77:20, 22 78:14 80:12 81:24 84:24 86:12 88:6 90:10 93:6, 15, 16 94:13 95:19, 20, 22, 25 96:1 98:25 99:16, 25 104:23 105:8 106:7 107:5, 10, 25 111:19 114:25 115:19 116:13, 22 117:8, 14, 17 119:6 120:5, 9, 13, 16 121:11 127:25 128:16 129:11, 18, 25 132:5 133:14 135:10, 12, 14, 15, 16, 17 136:13 137:4, 8, 10 138:11 139:13, 14, 25 140:12, 19 141:5, 6 153:13 156:7 158:10 160:13 162:2, 4, 10 164:8 165:4 166:20 167:21 170:23 172:14, 20 173:16 175:3 181:10 183:18 202:5	175:1 177:16 179:22 180:1 181:3, 6 182:11, 16 189:3 195:16, 25	67:21 68:11, 25 71:21, 22 72:10, 25 73:5, 8, 14 74:11 80:20 81:12, 19 131:12 138:14 140:18 141:15 142:18 149:3, 21 155:5
Akers 176:12		anymore 139:18	approximation 43:4 140:9
A-k-e-r-s 176:13		anyway 203:8	area 10:20 70:22 196:19
Albert 37:20 38:5, 6 39:14 79:19		APA 155:3 156:22 157:18 162:11 165:23	areas 9:12 14:2 77:3
alerted 137:12, 14		apart 52:18, 23	argued 31:19
allegation 61:13, 14 62:2 71:18 72:20 125:15, 18 180:19		apologize 60:12	argumentative 64:22 75:6 162:15
allegations 61:22 63:12 72:18 113:15 124:20		appear 17:25 181:22 199:8, 13	arguments 54:9
alleged 43:19, 23 44:14 61:9 72:17		appearance 85:2, 4 88:25 97:24	arms 98:23
alleges 61:19 63:17, 19 71:14, 19		appearances 6:9	arrangements 100:22 104:18
alleging 61:16 71:25 72:2, 8 73:13		applicable 18:20 53:23 54:4	arrival 191:14
allocate 191:22		appointed 115:8	arrived 170:11 171:8
allocated 28:3		appraisal 82:1 167:15 169:19 174:19, 21, 23 175:2	Aryeh 32:4
allow 11:19 25:1		appreciate 55:24 97:13 104:10 142:12	aside 100:23 125:11 188:1
allowed 8:15 11:7, 16 120:14		approach 69:10 185:18	asked 19:25 20:2 21:8 24:19 27:7 37:6 49:16 50:6, 7 84:16 89:13 90:3 92:25 95:23, 24 96:9, 10 117:24 118:3 124:23 125:14 127:18 129:15 141:3 151:10 159:21 160:8 164:16 172:14, 18 178:6 181:17 185:5
alter 63:16 180:16, 22 181:1		approaching 115:14	asking 8:6, 8 9:20, 22 19:18 37:9 41:20 45:21 47:11, 13 50:23 53:2 59:7 69:8 75:4 77:12, 14 93:2 98:16 99:2, 12 103:18, 24 104:1 106:16 110:8 111:20, 24 112:19 116:23 128:6, 19, 20 130:25 132:18 139:8 140:1, 2 142:14 143:3 157:2, 3, 10 164:6, 13
amazing 192:3		approval 103:11, 20 155:20 160:1 161:14 185:1, 3	
ambiguous 30:6 111:23 112:18 153:11		approvals 185:12	
amended 62:9, 16, 25 63:1, 8 122:3 132:20 133:22, 24 134:15		approved 102:18 118:15, 25 119:9, 19 120:19 121:6 122:10 164:15 191:18 198:15	
amendments 52:6		approves 122:17	
American 33:9		approving 145:3 154:17	
amount 109:23 155:5, 21 156:3 160:24 161:17, 24 165:25 182:23, 24 187:7 193:5 196:23		approximate 26:25 41:21, 22 42:13, 21 43:3 55:20 139:9 140:3	
amounts 109:16, 18, 22 166:5, 7		approximated 68:17, 18	
amplify 173:2		approximately 25:10 41:7 51:24 64:6, 11 65:25 66:8, 9, 25	
ANA 1:3 3:18			
analyzed 137:18			
annoying 119:10			

175:12 177:13 180:9
asks 164:16
assert 90:7
asserted 120:10
assertion 53:11 88:19
assertions 53:16, 17
asset 28:13 29:4, 10
30:10 84:10 118:24
144:14 148:3 155:14,
19, 25 159:25 170:3,
8, 17 171:6 174:16
186:11
assets 30:11 36:17
41:12 83:21 103:7
117:1 119:9, 19
121:7 122:10, 17
123:14 124:19
125:23 126:11, 18
127:22 128:6, 25
129:5 130:10, 15
131:10 134:3, 9
135:4, 24 136:7, 24
137:6, 13, 23 138:3, 5,
10, 15 147:6 167:12
178:22
assigned 23:3
assignment 80:14
Assistant 6:14
198:25
associate 80:13
ASSOCIATES 3:3
97:17 130:23
Association 33:10
assume 8:7 9:1
170:1 188:18
assumed 22:13, 15,
20 23:3, 11, 25 24:1,
14 25:10, 16 122:25
assumes 25:13 54:6
89:9 167:18 169:22
assuming 27:19
50:12, 21
attached 56:24
57:23 83:3 145:7
148:16 191:12
200:19
attaching 56:23
attention 11:22
105:22 110:7 135:5,

25 136:1
attesting 100:19
attorney 10:22 15:8
16:7 25:24 30:23
38:1, 4 41:2 43:18
44:18 68:25 79:7
82:9, 11, 23 83:15
85:6 88:23 91:21
92:5, 9, 18 94:5
100:19 101:19
116:25 149:14, 19, 24
150:2, 5, 7 178:10
185:3 194:19 203:19
205:17
attorney-client 8:18
14:15 29:12 86:15
90:7, 14 92:9, 19
93:8 94:6 119:2, 23
120:10 122:19, 21
123:18 132:5 135:7
163:15
attorneys 7:8 28:6
35:19, 20, 21, 22 36:1,
2, 13, 23 37:1, 10, 11,
18 38:10 39:8 40:9
42:20 53:20 91:23
97:20, 21 105:2
143:24 144:7 178:25
180:3, 5, 6 182:8, 17,
18, 19, 23 192:12
200:1, 8
attributable 166:16
attribute 154:3
audio 172:2
authority 29:23, 25
30:1, 3, 10, 15, 17
authorization 132:3
authorized 91:16
available 69:16
Avenue 3:11
average 140:3
avoidance 122:4
aware 32:6 43:21
44:1 45:6, 9, 11
52:17 60:15, 18
71:24 72:4, 16, 19, 21
73:22, 24 74:24 89:3
119:16 128:11
174:25 175:1 179:13

180:8, 12, 21 194:9
195:20 196:3
< B >
back 47:9 51:6 55:4
58:23 59:11 60:9
71:12 74:7, 8 79:6
85:9, 18, 22 102:20
108:12 113:5, 20, 23
117:23 119:12
147:16 156:23
157:22, 23 160:9
180:10, 13 196:2
197:21
backdrop 134:3, 10
background 196:18
197:17, 20
badgering 147:19
balance 106:24
ball 188:19, 20, 22
band 150:20
bandwidth 138:22
bank 98:22 201:23
202:1, 4, 19
banking 202:8
BANKRUPTCY 1:1
77:8, 17 97:18
115:11, 12, 13, 15
118:20 122:16 137:9
181:13
Bar 33:10 97:17
199:3, 20
Barbara 3:24
base 141:1 177:7
183:1 185:16
based 18:18 21:11,
13 30:21, 23 31:5, 17
53:16, 17, 18, 19
63:17 77:14 141:23
160:13 162:8 181:12
189:14 191:3 192:13
Basically 29:19 82:20
basis 8:17 23:23
25:5 26:10 28:6
37:2 49:6 53:10
65:4 88:18 115:21
150:19 166:9 170:22
173:4 197:10
bathroom 146:4
BBB 46:12 141:23

Bear 13:2, 3, 10 17:5
21:21 33:1 45:4
46:3 51:7 86:20
130:19 167:24
168:12
becoming 147:18
bee 152:10
began 131:9
beginning 130:1
BEHALF 3:3, 9, 13,
21 4:4 6:13, 15, 17,
21 19:14 21:5 26:2
29:23 30:1, 20 59:20
73:18 84:14 87:16
94:10 96:16, 23
106:4 107:2 114:6
115:9 119:25 121:4
146:18 155:14
168:23 169:15 170:7
177:10 199:13
belief 121:3 122:9
177:7
believe 21:13, 16
22:7 38:19 59:3
81:20 102:2 129:15
132:11, 13 137:11
140:5 150:10 156:11
158:9 177:6 179:16
186:3 190:12 201:4
believed 68:4
believes 63:17
Ben 38:13 39:3
40:7 80:2
beneath 51:4
benefit 108:21
best 18:18 56:1
153:21 165:19 193:7,
9 195:18
Better 45:7, 10, 15
46:6, 8, 21 47:1, 19,
21 50:17, 24 51:9
106:19 127:25 170:9
187:6 191:14 193:21,
23, 25 194:15
Beverly 3:6
Bianca 175:25
bid 18:17, 18
big 163:20 191:21
195:23

bigger 187:9 188:23
binding 155:17 163:1
bio 17:23
birds-eye 153:14, 25
birth 202:24
bit 67:10 70:25
 85:14 114:8, 22
blank 147:9
block 88:2 97:20
blood 205:16
board 68:15 70:13
 138:21
boots 81:16
B-o-r-e 37:23
Borelli 37:20, 21, 25
 39:10 79:16
B-o-r-e-l-i-i 37:22
borrower 98:22
bottom 61:6 100:10,
 14 147:10 196:9
bought 197:6
bound 162:18
Box 3:6
branch 22:6, 7
breach 105:25
break 11:17, 18
 23:22 24:11 54:14
 55:2 56:4 86:6
 93:20 94:2, 24 95:2,
 6, 10 123:20 124:24
 146:4 148:21 192:21
breakdown 27:20
breaking 67:9 172:3
briefs 150:23
bring 10:1 11:22
 82:15, 17
brings 142:25 167:6,
 7
broad 53:3, 4 92:14,
 25 126:22
Broadway 10:8 22:4,
 9
broke 64:9 74:2
broker's 198:10
Brooklyn 10:19
brought 105:22
 152:11, 20
bucket 55:14 194:4
 195:8

bunch 31:18 61:7
burden 78:18
Bureau 43:23 44:22
 45:7, 10, 16 46:6, 9,
 22 47:2, 19, 21 50:18
 51:9 193:22 194:1,
 15
Bureau's 50:24
 193:23
business 19:8, 12, 16,
 19 20:3, 11 21:10, 15
 22:9 30:11 36:19
 43:17 45:7, 10, 15
 46:6, 9, 22 47:2, 19,
 21 50:17, 24 51:9
 53:6 66:24 67:21
 70:5 75:23 81:2
 82:16 100:22 104:17
 128:7, 10, 15 129:10,
 14 134:23 140:22
 141:20 152:18 160:4
 161:3, 7 163:18, 23
 164:11 190:7 193:21,
 23 194:1, 15 200:21
busy 9:15 70:23
 184:22
buy 133:11 136:24
buyer 103:6 116:25
 124:12, 22 145:24
 160:16 166:1, 5, 7
 174:11
Buyer's 158:16, 18
 160:2, 15
buying 178:11
buzz 33:18

< C >
calculated 117:10
 166:8
calendar 100:17
 101:8, 25 103:12
 104:5, 25 106:15, 22
CALIFORNIA 1:2
 2:11 3:6, 18, 24 6:6
 94:16, 22 95:11
call 15:3 59:11
 64:18 66:8, 9 68:3
 69:1, 7, 9, 12, 17, 22,
 23 70:5 75:19 77:1
 81:5, 8, 11, 18 93:23

101:8 159:1 178:4, 5,
 11 192:18 200:25
call-drop 183:21, 23
called 6:24 56:23
 60:10 68:4 69:19
 70:1, 8 178:12
 194:12 200:25
calling 192:8
calls 14:7 30:5, 8
 31:18 54:8 86:14
 116:19 119:1, 21
 127:2, 5 132:4
 153:12 161:14 183:7,
 15, 19 184:3, 9, 13, 23
 185:9 192:13
Campbell 38:12, 24
 40:4, 5 79:25
capacity 16:5 51:10
 92:18 137:16 138:21
 177:9 182:21, 22
 185:25 186:10 198:6
capital 98:12, 16
 147:11 159:5, 11
 181:8
capitalization 159:14
capitalize 125:1
CAPPELLO 3:21
caption 61:3 121:23
 154:18
Cara 1:24 2:8 6:6
 205:2 206:8
care 52:2 69:3 83:7
 164:15 194:8 202:16,
 17
careful 146:20
carefully 153:17
Carolina 199:24
Case 1:6 7:9 30:16
 84:19 97:24 124:17
 137:19 139:22
 142:10 154:18
 166:18 181:2, 14
 191:5, 9 193:11, 19
caseload 9:11, 15
cases 187:6 193:14
cash 161:22, 24
 163:7
catastrophic 180:22
 188:2
catching 60:12

categories 13:21
 14:1 75:5 76:24
 77:23 78:1, 14 79:2
category 23:2 75:16
causes 62:19
caution 62:4
caveats 140:6
Celentino 4:22
Center 4:6
CENTRAL 1:2
 31:12 97:17
certain 8:10, 20
 10:14 16:12, 13 39:6
 42:19 69:21 71:6
 73:24 77:2 81:5
 103:19, 21 127:23
 153:20, 21 157:14
 172:25 182:23
 189:14 191:11
certainly 10:19, 20
 16:24 17:13 33:24
 79:9 88:20 90:14
 96:14 104:9 117:3
 119:24 133:9 165:21
 194:21 202:8
certainty 22:8
certificate 23:11
 24:4, 6 57:1 204:25
Certified 2:10 7:1
 205:2
certify 205:4, 11, 15
chance 9:6
changed 46:14 47:23
 105:24
changes 18:2 156:24
 204:9, 11
Chapter 1:5 4:4
 6:21 56:13
characterization
 40:13, 17 128:22
 140:25
charge 25:25 26:5
 83:22, 23
checking 190:11
Chhor 176:25
C-h-h-o-r 176:25
chief 21:22, 23 22:1
Christopher 4:22
choose 79:1 201:18

chose 79:1 171:4	109:1, 6, 7, 13, 15	client 42:9 61:10, 17	cold 69:10
Christopher 131:4	111:17 112:8, 12, 23,	63:15 71:15 82:6	colleagues 81:5
circuit 31:22	24 113:3, 4, 9, 18, 24,	83:25 91:7 94:11, 17	collected 166:5, 7
circumstances 180:1	25 114:6, 11, 14, 17	109:7 111:22 112:8	collection 83:17
City 4:6	116:1, 4, 13, 17 118:9,	113:18 124:17	collectively 166:9
civil 180:12	14, 23, 25 119:9, 17,	139:18, 20, 22, 23	combat 197:24
civility 31:11	19, 25 120:23 121:5,	141:1 142:10, 11	come 23:14 55:4
claim 73:6	7, 10 122:10, 12, 17	156:19 162:9 163:21	64:15, 22 71:1 90:18
claims 87:2 116:3	125:16 126:6 128:24	167:17, 25 183:1, 18	118:2 135:24 138:3
121:9, 11, 19 122:2, 6	129:2 130:10 132:22	184:3 185:16, 18	139:15 157:22, 23
180:8	133:5, 11, 22 134:4, 5,	187:23 188:2, 10, 13,	164:1, 14 187:11
clarification 22:25	11, 17, 22 136:24	18, 19, 21, 22 191:7	191:24 202:20
142:13	137:12 138:13, 25	193:11 195:13, 21	comes 189:17
clarify 24:19 36:4, 6	139:10, 20, 21 140:3,	201:8, 15, 22, 24	comfortable 203:14
67:18 124:10 200:4	11, 13, 20, 21 141:14,	202:3, 8 203:5, 7, 9,	comforted 148:10
class 115:11	19 142:18 143:7, 9	15, 21	coming 70:13 83:4
classify 36:10	144:7 149:13, 19, 21	clients 18:11 41:4,	123:21, 22 125:9, 10
clause 103:19 108:2	150:4, 8 151:17, 21	13 42:5, 10 45:17, 18	126:3, 4 138:21
111:2, 3 112:12, 22	152:4, 9 153:1	53:15 55:11, 18 56:6	160:9 197:13
122:1	155:10, 13, 14, 25	57:6 58:2 60:2	commenced 188:16,
clean 177:23	156:9 157:5, 22	70:10, 12, 17 82:12	17
clear 11:12 20:4	158:4, 24 159:6, 12,	83:3, 6 84:2 100:24	commencement 205:8
23:3 31:2 112:1	14 160:5, 9, 16, 18, 21	105:3 107:18, 23	commencing 205:13
187:20 197:11	162:9 166:2 167:10	108:4, 5, 7, 8, 21	comment 24:3 31:25
clearly 100:10	169:7, 21 170:8	112:11, 12, 23, 25	132:1 146:12
156:22 163:5 165:12	171:8 172:11 175:4,	113:4 114:14, 17	comments 54:9 62:6
169:9	10, 14, 19 177:12, 16,	124:15 141:24	Commission 44:25
CLG 6:11 18:18	20, 21 178:14, 15	163:19 179:12, 24	45:2
28:21 30:17 33:8	179:11, 15, 24 180:2	180:7, 9 183:4, 6, 11,	commit 40:20 78:23
34:1 35:8 41:4, 13	181:6, 8, 18 182:5, 25	12 184:15, 23 185:15,	130:16 194:22
42:10, 11 45:17	183:4, 6, 7, 19 184:13	25 186:16 187:16, 22	COMMITTEE 3:9
51:11, 15 52:14, 17,	186:10 188:24	189:10 194:17 195:9	6:13 7:8 9:12 52:4
22 53:12 54:2 55:11,	190:12, 15 195:21, 23	197:6 198:14 199:13	53:7 56:18, 20 75:1
13, 18 56:5 57:1, 5	196:8, 14 200:20	201:17, 20 203:21	76:22 78:23 79:3, 6
58:20, 21 59:4 61:17,	201:2, 14, 21, 22, 25	client's 83:8 94:11	124:5, 21 165:21
24 67:2, 5, 12, 20, 23,	202:4 203:19	201:23 202:1	171:2 196:22 197:19
25 68:1, 2, 8, 15, 19	CLG's 18:19 53:6,	close 13:11 46:17	common 99:8, 17, 20
70:1, 3, 4, 14 71:22	22 57:25 60:1, 6	49:20 143:21	communicate 11:8,
72:3, 8, 10, 13, 22	75:23, 25 76:23	closed 47:10, 12, 14	18 184:15
73:1, 5, 10, 18, 20	79:13 80:19 81:17	187:12 193:24	communicated 107:4
74:17, 22 75:12 76:4	82:6, 19 99:22	closer 140:6 186:22	122:22
77:3, 7, 8, 15 78:23	100:17, 21 103:12, 21	closing 82:5 166:6	communicating 11:23
79:8 81:21, 25 82:9,	104:6, 25 107:18	197:9	communication 90:11
24 83:9 84:10, 14, 22	114:18, 20 116:5	Club 201:12	92:8, 20
86:7, 11 97:15, 20	122:4 128:7, 9, 14	co-defendants 177:5	communications
98:10 100:6, 18, 23	129:1, 9, 14 131:9	Cohen 176:2	11:20 12:8 14:21
101:20 105:2, 3	141:11 149:3 150:16	Cohens 176:4	89:13 105:19 122:20,
106:4, 13, 14, 21, 23	160:12 161:18	coincidence 80:18, 21,	25 163:18 164:8
107:2, 11, 18, 23	click 23:11 34:1	22, 25	company 19:14 23:7
108:3, 4, 5, 6, 7, 8, 20	clicked 35:8, 9		24:7 25:4 29:9, 24

30:1, 2, 9, 14, 20 31:3
42:6 49:18, 20 52:3,
8 73:22 74:15, 24
79:11 84:12 96:17
98:7, 21 101:7
111:17 159:9, 10
163:1 170:6
competency 170:16
competently 165:4
186:6
complainant 50:5
complains 49:25
complaint 48:2, 5, 7,
11, 13, 14, 22, 25 49:1,
16 50:2, 20 51:4, 5
60:20, 23 61:4, 9, 18
62:9, 11, 14, 17, 18, 25
63:1, 8, 10 71:13
72:4, 15, 17, 19, 20
86:7, 12 117:17
118:11 125:19
133:22, 24 134:7, 15
136:2, 5, 16, 22
137:18, 20 138:7
195:10, 14, 21 198:6
complaints 43:18, 23
44:3, 12 45:18 47:8,
10, 14, 18, 22, 24 48:1
49:10 50:19, 25 55:8,
10, 25 56:2 75:14
141:23 185:17
193:23, 24 195:6
completely 9:18
complex 87:9
compliance 18:20
53:23 54:4 105:21
106:13 114:18, 20
116:4
compliant 18:11
53:14 56:5 57:6
58:1 60:1 82:1
comply 113:10
compound 26:6, 13
compounded 84:16
compromise 179:23,
25
conceal 181:7, 9
conceded 92:25
148:5

conceived 136:6
137:12 169:5, 6
concern 37:2 102:22
105:20 202:7
concerning 11:8
12:15, 23 13:21
14:12 41:11, 13
43:19, 23 46:9 50:18,
19 51:1, 9 58:20
63:13 74:25 75:25
76:5, 25 77:9, 16
79:12, 17 80:19
81:13 88:9 89:5, 15
90:8, 12 92:2 93:4,
14 96:7 119:7
122:15 129:14 130:9,
14 131:9 134:23
163:3 175:10
concerns 198:13
conclude 121:6
122:12
conclusion 26:11
30:5, 8 31:18, 23
41:3
condition 83:19
conditions 92:2, 22
93:4, 11, 14 96:8
157:6 163:4
conduct 20:2
Conducted 1:16 2:1
19:16 21:15 167:16
confer 94:8
conference 13:25
14:1 85:7, 10 127:2,
5
confident 83:5
120:21
confidential 161:6
163:18
confused 31:9 57:17
68:7 137:4
confusing 156:19
Conjecture 153:12
connect 64:15
connected 148:6, 9
connection 84:19
127:23 130:7 137:1
138:15
consent 71:15 132:3

consequences 180:23
188:2
consider 36:3 137:5
consideration 18:19
81:21 167:11 178:21
considered 20:10
155:17
consistent 130:13
constant 29:18
constitutional 94:20
constructed 34:15
consult 52:10 95:11,
12, 13
consultation 14:25
117:4
CONSUMER 3:3
10:9, 12, 16 13:17, 20
14:12 15:6, 9, 12, 15,
23 16:3, 19, 22 17:21,
24 18:4, 5, 9, 10, 25
19:7, 15, 19 20:22
21:5, 23, 25 22:11, 14
23:15 24:2 25:9, 21,
25 26:23 27:2 28:10,
13 32:2, 7, 10, 13, 23
34:7 35:15, 18, 23
36:13, 16, 18, 19, 24
37:8, 11, 19 38:1, 11
39:11 40:9 41:4, 5,
11, 13, 14 42:4, 10, 11,
16, 18 43:6, 16, 19, 22,
24 44:14, 22 45:6, 9
46:10 47:8, 18 48:16,
19, 21 49:18 50:18,
24 51:10 53:13
55:18 56:6 57:6
59:19 60:2, 17 61:4,
11 62:19 63:2, 3, 13
66:21 67:1 70:10, 12,
17, 18 79:8 82:10, 24
87:4, 16, 20 88:8, 24
89:14 91:12, 16, 22
92:4, 6 96:21, 23
97:2, 6 98:6, 20 99:3,
18 121:21 132:9, 11
145:23 146:18 169:2,
14 171:24 185:18
187:24 199:16, 25
200:7 202:14, 23
203:10, 11, 12

consumerlegalgroup.co
m 33:20
consumers 120:20
200:1, 9
consumer's 201:15
cont 4:2
contact 65:9, 12, 15
67:24 178:6 183:7
contacted 68:10
74:11 80:18
contacts 194:14
contains 100:5 171:6
contemplated 130:10
contemplating 69:25
70:4
contemplation 88:22
contended 105:25
contending 111:22
112:17
contends 108:4
112:23
content 33:14, 22
34:16
contention 180:15
context 51:4 88:21
90:22
continue 9:10 30:24
79:14 118:23 119:17
174:8
continued 102:9
continues 148:11
198:5
contract 50:8 164:4
173:21
contractors 28:9, 20
contracts 166:6, 8
control 121:15 165:6
conversation 64:1, 11
92:17 96:12, 15
132:14 138:8, 19
177:25
conversations 12:18
63:20 81:12 92:1, 23,
24 95:23, 24 96:7, 13
138:23, 24 143:23
169:10
Conversely 188:13
cooperate 78:18
120:6
cooperation 103:6

coordinate 69:7, 12, 13
copies 202:13
copy 204:18
corner 147:7 148:12 158:13
corporate 20:24 24:18 30:10 76:23 83:13 88:16, 17 129:3 158:22
Corporation 3:5 19:9, 11 20:2, 5, 6, 12 21:20 28:17 29:24 54:1 57:1 58:20, 22
Corporations 18:24 83:17
corporation's 20:11 45:22
correct 12:25 13:18 17:11, 17, 18 19:5, 12 21:6 23:21 29:7 32:17 33:5, 7 39:8, 19 41:23 42:15 44:20, 24 47:8, 10 48:17, 22 50:19 51:1, 15, 16 52:14 56:15, 21 57:10, 15 58:20 62:12, 22 63:10 66:19, 22, 23 71:9 73:2, 5, 8, 9 74:12, 19 81:20 91:13, 17, 24 96:8, 20, 24 97:4 98:23 103:13 113:6, 11, 20 116:1 123:2 126:7, 11 131:22 133:23 134:4, 11, 13 136:16 138:16 141:5 142:2, 19, 21 143:5, 9, 13, 17, 20 144:8 149:4, 19 150:9, 13 151:3 152:4, 15, 21 156:13 160:16, 17, 18, 22 161:15, 16, 18, 19 162:11 166:2 174:22 190:1 197:14 200:3 201:16 202:19
correctly 49:22 50:15 101:1 113:1 155:7 166:11
correspond 184:15

counsel 6:8 8:10, 16, 19 11:12 12:7, 13, 15, 16, 23 14:25 22:25 27:14 28:21 29:19 31:7 34:14 36:25 42:17, 24 43:6, 13, 14 44:2 45:13 46:17, 21 49:4 50:20 52:7, 10 54:9 64:8, 13 65:3 66:13, 14, 25 67:13, 24 68:1, 10, 16, 21 69:18, 20 70:9 74:12 76:14 80:19 86:17 89:22 90:18 94:9 95:11, 12, 13 96:19, 21 97:1, 7 102:6 117:24 118:3 120:9 124:14 127:12 128:8, 14 129:1, 9 130:9 131:21 144:19 146:7 147:18 152:1 156:14 158:25 162:15, 16 168:2 169:14 178:2 191:10 193:21 200:5, 8, 9 201:18
counsels 192:12
counties 180:13
counting 36:8
couple 10:14 27:12 68:19 72:24, 25 73:9, 15 189:24 198:2, 21, 22
coupled 140:6
course 10:24 11:11 34:15 146:5 192:15 204:8
COURT 1:1 7:19 8:1 11:22 54:13 74:6 85:2, 3, 6 86:25 90:13 93:12 97:18 103:10 115:8 118:16, 25 119:7, 9, 18, 20 120:19 121:6 122:11, 16 155:20 156:22 157:4, 11 159:5 160:1, 2 161:14 170:13 190:11, 25 191:18 192:9 198:15 200:13, 14, 16 204:18

courthouses 192:8
courts 199:8, 9, 10
Cousineau 3:23 6:17 204:4
cover 42:20 85:9 102:22 154:22
covered 87:4 116:9
covering 140:7
cracks 83:6 151:17
create 66:14 67:3, 12
created 78:24 189:18
creating 68:21
credibility 178:9
creditor 193:12
CREDITORS 3:9, 21 6:13, 18 7:8 52:4 53:7 56:18
critical 170:4
cross 179:4, 7
crunch 78:22, 23, 24
CSR 1:24 6:6 206:9
culminated 88:9 89:6, 16
cumbersome 185:7
current 143:10, 25 144:2 179:11 180:7 181:13 186:10 189:25 190:1
currently 139:1
customer 47:17 98:22 138:14, 25 139:10, 11 140:10, 13 141:15 143:12, 16 149:13 151:6 162:9 178:15 183:11, 18 184:17 185:2, 4, 9, 12, 14 194:24
customers 50:19, 25 51:2
cut 9:7 33:10 100:10

< D >
d/b/a 23:21 24:7
daily 150:19
damage 142:9
Dan 97:15
Daniel 175:21
Danitza 38:12, 24, 25

40:4, 5 79:25
D-a-n-i-t-z-a 39:1
Danny 177:9
date 19:3, 4 25:11 39:16 54:1 58:19, 20, 21, 25 60:19 62:12, 21 71:20 72:23 87:23 102:10 111:16 130:11 131:1 202:24
dated 58:18 131:17 168:16
dates 23:7 24:16 130:17
David 3:23 6:17
day 9:2 16:2 17:2 27:9 69:16, 21 86:25 87:24 97:4 105:13 106:17 136:17, 18, 20 144:25 160:5, 12 183:19 184:22, 24 206:1
days 16:12, 13, 24, 25 17:1 25:11 100:17 101:8, 25 103:12, 19, 21 104:5, 25 106:15, 22 133:21 134:1 189:24
day-to-day 115:21
dcousineau@cappellon
oel.com 3:25
de 20:5 105:16
dead 191:14
deal 73:25 74:19, 20 137:1, 24 150:24 161:4 163:4 187:8 188:8 191:23, 24
dealing 151:25
dealings 77:7 111:15
deals 196:20
dealt 74:21 81:14 194:6 197:1
DEBT 3:21 6:18 18:5, 10 41:5, 14 42:11, 18 43:6 53:13 55:19 56:6 57:6 60:2 70:18 79:8 82:10, 24 188:14, 15 193:12 200:25
Debtor 1:7 36:18 42:10 61:10, 16 65:7,

24 66:7 72:8 113:6
115:9 189:25 190:1
debtor's 41:12 103:7
107:19, 21 108:22, 24
117:1 118:24 119:9,
19 121:7 122:10, 17
123:14 124:19
125:23 126:11, 18
128:25 129:5 130:10,
15 131:10, 21 134:3,
9 137:6 138:15
147:6 178:22 190:5
debts 187:23, 24
188:3, 7, 9, 10, 11
decide 185:2
decision 91:9 180:3
declaration 18:16
35:17 36:2, 22 39:7
51:13 52:12, 16, 19
53:12 57:2 100:18
101:3, 7, 11, 14, 24
102:5, 11, 20 144:17
145:8 200:19
declarations 91:20
102:7 144:7 150:3
170:6
decrease 187:1
deduction 165:25
default 137:7 191:4,
8 193:13, 16, 18
defendant 61:5
defendants 61:7
87:4 116:10
defending 83:16
137:1
defense 83:18
193:17 197:25
defenses 122:4, 7
deficiency 114:7
define 26:4
defined 108:5, 8
112:11 155:3 166:6,
8
Definitely 202:10
definition 107:22
delay 26:11
delayed 26:10 85:6,
17
deliver 116:6

deliverable 106:5
107:3, 8
deliverables 100:6
103:10 105:25
delivered 107:3
dense 108:17 110:9
166:22
Department 18:24
19:3 21:18 22:17, 21
23:13, 24 24:1 53:25
58:19
depends 17:2
depicted 34:2
depo 9:10
DEPONENT 3:3
6:11 105:17 118:7
deposed 111:24
124:18
deposit 154:25 155:9,
15, 21 156:4 157:15,
16, 17 160:5, 15
161:15 166:15
Deposition 1:15 2:1
7:12 9:18, 21 10:24
11:7, 9, 20 12:5, 7, 10,
15, 17 13:6 24:11
26:12 37:8 41:3
45:25 46:24 49:13
62:1 75:16, 20 77:20,
25 78:10 84:12
85:12 94:7, 17 102:8
103:5 119:14 124:4
130:8 157:7 171:20
204:7 205:5, 6, 8, 9,
11
depositions 7:16
deposits 167:4, 9
derived 155:1
described 63:16
116:9
DESCRIPTION 5:11
designate 74:25
171:1
designated 8:20, 22
9:5, 13 13:20 14:2, 5,
10, 20, 25 21:4 26:1
41:10 76:15, 17, 21
78:9 84:12 155:25
159:13 169:15 170:6

designating 78:25
despite 151:5
detailed 106:14
determine 77:11
determined 18:17
development 154:4
devoted 16:21
Diab 63:17, 18, 20
64:3, 11, 16, 19, 25
65:15, 21 66:5, 9
67:24 68:10, 24
69:23 70:1, 8 71:20
74:11 80:18 81:11,
18 100:23 104:18
116:8 125:10 175:16
177:9, 25 178:16, 20
179:10, 14, 19 181:2,
7, 22 182:5 196:3
Diab's 69:4 181:17
died 81:7
difference 16:9, 11
82:12, 15 166:14
168:8 174:2, 14, 20
different 13:8 61:19
71:5 100:15 105:23
134:25 135:16
147:10 149:7 192:6,
7, 17 196:3
differentiate 71:3
difficulties 13:4
diligence 128:1, 6
153:16, 18
DINSMORE 4:4
6:20 131:5
DIP 159:20, 21
161:3, 5
direct 179:7
directed 131:4
direction 81:10
159:19 179:11, 18, 23
181:7, 12 182:10, 17,
19
directly 52:11
101:18 104:22 107:5,
12 122:23 127:11
200:7
director 15:20 29:5,
9 87:20
directors 32:10
99:20 175:15 177:3

disagree 75:8 95:10
108:23 167:23
discharged 198:3
discharges 139:20
disclose 45:19 94:1
disclosed 45:16
100:24 104:12, 15, 20
159:7
disclosing 95:6
disclosure 92:19
discovery 103:6
117:10
discuss 88:12 132:9
169:2 171:23 202:10
discussed 12:19 89:5
93:10 138:4, 6
discussing 110:1
discussions 29:15, 19
88:7 90:8 126:24
135:22
dispatch 192:11
dispute 60:25 140:25
disputing 158:17
disregard 203:6
distinction 15:25
distinguishing 82:21
DISTRICT 1:2
31:12 97:18
DIVISION 1:3
18:24 197:24
document 46:5
54:12 59:1, 11, 13
60:9 63:7, 9 88:21
110:1 127:14 132:20
144:25 145:4, 10, 13,
19 148:13 155:22
156:12, 21 157:1, 3, 4
162:17, 18, 19, 25
163:11, 15, 24 164:2,
15, 19 165:6, 15
166:20 170:4 172:18,
21, 25 173:2, 14
189:16, 19
documentation 42:4
57:4
documents 12:9
53:17, 19 54:2, 5
55:2 56:23 57:22, 24
59:25 65:14 82:5
119:18 120:3 127:11,

<p>23 128:9, 13 129:8, 13 130:4, 5 Doe 178:12, 13 doing 31:12 43:17 70:23, 25 71:5 91:2 105:14 110:7 126:13 152:16 200:17 dollar 196:23 dollars 160:20, 23 197:9 door 150:7 doubled 141:19, 22 142:23 143:4 171:15 doubling 142:6, 25 143:8, 19, 21 149:12 151:5 downloaded 24:5 draft 147:1, 3, 19 151:10 163:15 drafted 129:20 201:5 drafting 114:8 dragged 45:15 dreams 83:14 driver's 198:11 drives 170:4 drop 55:14, 15 188:19 194:3 195:7 dropping 188:20, 21 due 128:1, 5 153:16, 18 191:8 duly 6:24 205:7 dump 28:3 duties 16:4 67:25 73:20 duty 74:24 78:12 198:5, 14 dwindle 70:24</p> <p>< E > Eadie 176:23 E-a-d-i-e 176:23 earlier 17:20 91:19 120:1 125:14 126:9 129:21 149:2, 8 153:9, 25 200:18 201:4 early 99:23 140:11, 14, 21 141:4, 21 149:4 152:8, 25 180:18</p>	<p>earned 108:7 112:24 113:5, 20 114:1, 14 Eastern 85:1, 12, 19, 22 easy 185:6 edited 33:25 effect 69:18 165:1 178:9 effectively 140:21 191:13 efficient 192:3 efficiently 83:4 efforts 75:11 127:23 EGLIDELY 157:12 ego 180:16, 22 181:1 egos 63:16 eight 16:2, 12, 13 91:24 173:20 either 24:23 25:6 94:8 95:3 Elgidely 3:11 5:4 6:12 7:4, 7 9:22, 25 10:2 11:17, 25 14:4, 9, 17 15:2, 5 20:15 21:9 23:5, 10, 21 24:10, 13 25:7, 8, 19 26:8, 16, 19, 21 27:15, 16, 17, 23 28:5, 8, 19, 23 29:1, 2, 21 30:7, 19 31:9, 15 32:1 34:20, 24 35:3, 7 37:6, 16 44:5, 10 45:21 46:2, 18, 23, 25 47:11, 15, 16 49:8, 11 54:11, 19 55:1, 5, 16 57:9, 14, 19, 21 59:10, 18 60:8, 13, 14 62:8 64:23 66:6 67:8, 17 74:4, 5, 9 75:8, 10, 17 76:22 78:22 79:15 84:25 85:11, 18, 24 86:19 87:10, 13 89:11 90:3, 5, 16, 20 91:10 92:14, 15 93:22 94:4 95:9, 21 96:5 97:10, 13, 19 98:2, 3 99:12, 15 103:3, 8 105:9, 12, 15 106:2 107:15, 16 110:20, 23 111:1</p>	<p>116:23 117:15, 20, 23 118:9, 12, 21 119:4, 13, 15, 24 120:10 121:2 123:2, 9, 12, 25 124:10 125:2, 13 129:17 132:6 135:9, 13, 18 144:13, 20 146:9, 15, 16 147:20, 23 148:2, 20 149:1 153:5, 7, 23 157:2 159:22 161:9, 12 162:6, 24 163:9 164:3, 21 165:9, 10, 16, 20 167:23 168:3, 7, 14 170:2 171:2, 13, 17 172:5, 6, 17, 23 178:24 204:5, 20 elicit 49:6 elicited 21:2 192:25 email 37:4, 5 54:20, 23 56:22 57:23 58:13, 14 69:10 85:16 102:3, 4 131:14 179:12 189:12 202:24 emails 10:24 54:25 65:13 69:6 130:8, 11, 19 156:23 emergency 11:14 87:3 121:20 192:11 employed 15:12, 23 16:3 17:20 35:19 37:19 38:1, 11 105:2 150:8 199:15 205:17 employee 15:9 179:17 employees 26:22 27:2, 5, 7, 24 28:1, 2, 4 37:7 175:15, 20 179:15 employer 56:25 58:8 59:4, 21 employment 40:25 employs 28:21 37:8 encompass 104:16 ends 160:21 Eng 176:6 E-n-g 176:6 engaged 77:20</p>	<p>135:15, 17 203:15 engagement 135:12 engages 20:7 enrolled 187:23 188:3, 14 ensure 156:12 entered 83:20 191:5 entering 178:15 entire 87:9 103:14 131:25 132:24 167:13 183:9 entirely 73:24 99:25 100:1 entirety 166:21 entities 99:5, 9 116:9 175:17 178:17, 20 entitled 145:11 163:8 Entity 18:25 21:19 26:2 28:16 29:5 59:20 66:7 124:25 133:12 157:24 162:22 entries 25:5 entry 145:2 154:17 equal 166:4 174:12 equipment 127:6 equivalent 108:4 112:10 errors 33:14 escalate 187:25 escalated 188:4 escrow 145:12, 17 148:15 escrows 196:19 Esq 3:5, 11, 17, 23 4:6 essentially 20:8 113:14 establish 57:25 59:25 70:9 185:11 established 170:15 estate 107:19, 21 108:22, 24 115:9 155:1 162:3 168:20 169:4, 17 196:20 198:10, 15 203:10 estimate 27:7 171:16 189:22 193:5 estimates 142:17, 18</p>
--	--	---	---

ethical 186:5 195:17 201:19	77:14 79:9 82:23 162:25	fall 88:20	72:5, 15 86:8, 11, 24
ethically 203:17	expert 164:17 178:3, 4	falling 83:5 151:16	87:1, 24 88:25 90:13
ethics 179:24, 25	explain 19:25 98:16	falls 189:21	91:20 93:12 106:11, 18 116:1 119:18
evasive 53:2	168:8 170:10 187:15	false 41:17	121:18 133:22 134:6, 15 136:6 138:7
event 122:16	explained 173:6	familiar 32:23 33:15 34:9 87:6 107:20 157:24 158:2 165:1 180:18	141:23 144:6, 11, 16, 25 146:1 150:4
events 189:15	explaining 31:21 115:22 156:23	familiarize 166:21	156:21 157:4, 10
everybody 40:16 123:5 195:19 198:5 201:13	explanation 7:24 104:10	family 11:13	160:1 161:14 177:5 191:9 195:10
evidence 25:14 54:7 56:1 89:9 99:11 117:11 144:12 167:19 169:23	explanations 26:10 30:25	far 112:13 117:12 167:21 171:20	files 13:8 42:9 45:15 61:10, 17 71:2, 15, 22 72:9 73:5, 21, 23 74:18, 22 75:13, 25 76:5 77:16 79:10, 17 80:8, 20 81:13, 17, 22 82:1, 6, 10, 25 83:3, 25 84:8, 15, 23 91:22 99:23 112:9 113:18, 19 114:1 118:5 123:15 125:15, 22 126:5 131:4, 18, 22 132:12, 21 133:6, 12, 16 138:14, 21, 25 139:10, 11, 15 140:4, 10, 13, 14, 20 141:4, 15, 16, 20, 21 142:4, 15, 16, 18, 23 143:5, 8, 9, 11, 13, 16, 20 144:1 149:4, 13, 21 150:9, 13, 17, 23 151:6, 13, 15 152:8, 11, 20, 25 153:2, 10 154:8 162:9 167:17 171:22 178:15 185:20, 23 186:15, 24, 25 187:3, 7, 9, 11, 17 189:7 190:15, 23 191:11, 19 192:9, 11, 14 193:1, 3, 4
evidenced 91:19	explore 90:24 159:18 163:8	favor 100:8 158:15	
exact 10:18 23:1, 6 26:24 41:18, 19, 21 42:19 61:21 72:23 103:24 118:6 139:3, 6, 8 145:8 186:23	expressly 78:13	favorable 194:7	
exactly 15:14 53:1 136:17	extension 86:18 87:12 97:25 117:16 118:5, 10	February 151:3	
Examination 5:4, 5, 6 6:24 7:3 179:8 198:23	extent 25:13 29:12 30:5 55:10 57:3 99:6 107:6 149:6, 10 172:21 204:8	Federal 44:25 45:1 199:9, 10 200:14, 16	
examined 7:1	extremely 190:10	fee 50:3 107:18, 23 108:8, 21 109:7 113:4 114:14, 17 155:1 166:4, 10, 17, 24 167:2, 5, 9, 14 173:23 174:12, 15, 22 195:1, 2, 22	
example 187:22 188:22 189:16 196:23	eye 55:14	feel 29:15 34:16 114:8 143:22 151:17, 20 170:24 203:14	
exceptionally 118:18	eyes 28:6 37:1 46:17	Fees 22:16 24:2 25:2 50:14	
exchange 10:23	< F >	Feig 4:21	
exchanges 105:19	face 185:17	felt 152:3 198:17	
excluding 42:9 139:11	faces 34:9	female 82:14	
Excuse 65:10 77:3 139:25 193:17	facing 183:12 185:17	fiduciary 196:24 198:14	
executed 158:14	fact 15:1 25:13 30:15 36:21 54:7 89:9 99:2 126:4 151:5 158:17 163:24 167:18 169:23 171:9	field 178:3	
execution 106:22	facto 105:17	Fight 201:12	
executive 21:22, 23 22:1, 2, 5	factor 82:21	fighting 112:3, 16	
executory 166:5, 8	facts 14:24 21:14 49:5 162:21	figure 25:4 76:19 192:22	
EXHIBIT 5:11 145:9, 10 146:2, 3, 18 147:5, 8, 11 148:11, 16	factually 50:22 51:1	figures 171:7	
existing 183:1	fair 12:22 19:7 40:8 78:2, 21 90:4 108:19 110:10 126:16 128:22 140:20 141:19 156:24 173:25	file 13:8 50:20 63:15 73:13, 18 115:14 142:8 144:10 190:24 191:1, 6 192:13 195:14 201:22 203:9	
exists 99:4	faith 77:6 79:13 111:16, 18	filed 18:4 44:3 45:18 48:7, 8, 13, 25 56:19, 20 60:16, 18 61:1 62:10 63:2	
expect 127:16			Filing 19:4 56:13 77:8 137:9 158:13
experience 18:5, 9, 20 53:13, 19, 23 54:3			filings 119:7
			fill 50:6, 9 192:16
			final 156:22, 25 157:3 180:3
			finally 193:4
			Financial 43:22 44:22 56:19 83:19

100:22 104:17
106:23 123:19 159:3,
14 175:5, 11 183:14
financially 205:19
financing 27:21
98:12, 16 124:8
159:12 161:4
find 24:24 40:25
69:4 81:23 192:9
195:7, 8
finding 64:13 152:17
finds 191:3
fine 25:7 26:8, 20
46:18 120:6
fingers 36:9
finish 7:25 147:20
153:5
fire 84:3 151:25
fireballs 151:18, 19,
22 152:4, 5
fires 84:4
firm 17:19 23:20
34:2 44:4 57:10, 24
66:17 70:16 80:13
82:11, 16 117:5
179:12, 21, 22 180:4,
8, 9, 15, 21 181:1, 23
185:20 195:15
197:12
firms 97:11, 14
first 23:12 24:23
49:13 50:11 51:21,
25 52:5 62:14 72:21
73:10 74:17 78:22
98:8 103:18 112:14
135:3, 4 137:5 145:4,
22 153:15 168:25
169:8, 25 170:21
191:3 193:10 201:12
fits 153:21
five 42:1 55:3 94:13
142:25 161:24
173:10 187:23 188:5,
10
five-minute 55:2
93:20 148:21
flies 40:2
floating 202:11

Floor 3:12 10:8
27:13 32:16 184:18,
21 189:1
flux 139:23
focus 71:2
folk 177:17
follow 181:12 196:9
201:19
followed 7:23 97:7
193:13
following 100:20
132:10 139:14 169:3
171:25
follows 7:2 104:24
font 147:10
foolish 114:9
forbid 188:19
forces 198:1
foregoing 205:4
form 8:11 26:3
30:24 31:5 158:5
179:12
formal 20:6, 8
167:16 169:20
formally 20:12
200:24 203:15
formation 70:1
forth 13:21 14:1, 13
31:18 75:1, 13
102:20 122:2 155:3
173:17 205:7
forward 15:4 56:3
120:7
Foster 1:24 2:8 6:6
205:2 206:8
found 194:25
foundation 23:23
169:23 187:4
four 35:19, 20, 25
36:23 37:11 38:10
91:23 116:8 144:7
154:4, 12 192:20
Fourth 3:17
FOX 3:9 6:12
57:23 83:15
framework 132:8
169:1 171:23
frank 33:17
Frankly 24:23
fraternize 34:11

fraudulent 63:15
71:16 116:11
fraudulently 50:11
61:16 71:14 72:9
free 29:16 34:16
frequently 201:11
fresh 202:21
Friday 24:19
friend 178:12
friendly 69:9
front 52:16 153:18
168:21 169:4
frozen 172:5
full 8:2 16:1, 4, 9
24:7 36:3 151:7
160:3, 4
full-time 15:24
35:20, 25 36:23
37:11 38:10 84:3
91:23 144:7
full-undivided 110:7
fun 14:17
FUND 3:21 6:18, 19
funding 125:6 159:6
fundings 99:22
funds 123:13, 21
125:21 126:2 159:10
162:3 175:13 179:22
180:10, 13
further 91:7 95:4
121:25 132:9 169:2
171:24 178:24
198:20 205:11, 15
furtherance 20:6
future 9:10 77:25
178:14 183:13

< G >
game 90:4 186:12
garbage 194:5
garnished 83:20
garnishment 191:11
193:14
gatekeeping 169:25
170:2
general 20:24 25:16
43:18 44:18 52:25
53:3, 4 187:19 201:6,
7

generally 33:17
183:12 190:4, 6
generated 125:21
162:3, 8 167:17
generic 25:1
getting 31:23 81:10
83:6 114:16 148:13
159:16 162:20 185:9
193:13 200:8 202:23
Ghio 131:4, 23
169:10, 21
give 7:21 8:23
26:25 27:7, 11, 25
28:1, 5 34:16 36:3
37:7 41:16, 19, 22
42:21 43:4 51:4
65:22 67:15 85:8, 13,
19 93:6, 18 95:25
103:15 107:10, 25
110:7 113:11 127:19
130:5 133:1 183:11
184:20 185:4 194:18
196:2, 8, 22
given 55:11 61:25
80:14 116:17 140:10
179:22 181:11
183:12 188:11
205:10
giving 82:20 86:18
181:7 203:20
GLG 184:18
go 9:8, 24 20:20
22:10, 11 23:12 27:9
34:1, 10, 14 37:23
38:23 47:9 58:14, 23
61:21 62:2 68:20
76:12 81:4 82:14
84:3 86:20 87:14
90:23 94:14 108:12
113:22, 23 115:15
117:20 121:25
126:22 128:4 146:2
147:16 153:21
157:13, 14 165:11
167:2 173:11 186:19
192:12, 25 200:11
goal 168:2
God 188:19

goes 50:5 55:22
71:22 111:15, 16
118:15 129:12 155:2
going 6:3 7:17, 19
8:23, 24 9:2, 7, 23
11:19 12:8 13:24
14:7, 17 15:2 23:23
25:12 26:11, 16
27:25 28:3 29:11, 18
30:4 36:20 41:8
45:4, 18 54:6, 14
57:7 59:11, 12, 14
62:16 71:12 75:3, 15
78:7, 13, 16 79:14
85:21 90:6 91:8
92:11 93:22 94:1, 24
95:1, 10 96:2 97:19
98:25 99:10 100:11
102:13, 14 104:24
105:16 106:6 107:10
108:20 109:1, 13, 14,
19, 20, 21 110:14
111:10 112:20
113:21 115:10, 15, 16,
19 116:19, 21 117:12,
13 123:17, 18 124:7,
25 125:18 130:16
135:6, 7 138:13
142:10 143:15 148:8,
9 150:1, 25 152:5, 17
153:20 154:20 156:6,
16, 19, 22, 25 157:19,
21 158:25 159:1, 2, 3,
15 161:4, 5, 6 163:14
164:8, 19 167:20, 21
168:12 169:10
170:18 172:20
174:12 179:4, 6
185:21 188:6 190:3,
18 191:11, 18, 22, 24
192:17 202:11 204:5,
22
Good 7:5, 6 68:14
69:24 77:6 79:13
85:25 86:1 111:16,
18 154:2 161:11
192:7 203:13
Google 65:20
gotten 24:20 110:18

194:16
granted 118:10
grateful 118:19
Great 42:8 44:21
86:5 146:11 204:2
greater 30:9, 15
Greenspoon 97:11,
15 117:5 181:1
G-r-o-s-e 38:15
Gross 38:12, 15, 17
39:15 79:21
G-r-o-s-s 38:16, 17
ground 7:15 81:16
grounds 138:11
GROUP 1:6 3:3
6:11 7:9 10:10, 12,
16 13:17, 20 14:12
15:7, 10, 13, 16, 23
16:4, 20, 22 17:21, 24
18:5, 9, 25 19:8, 15,
19 20:22 21:5, 24, 25
22:11, 14 23:15 24:2
25:10, 21, 25 26:23
27:3 28:10, 14 32:3,
8, 11, 13 34:7 35:19
36:13, 17, 19, 24 37:8,
12, 19 38:1, 11 39:11
40:10 41:11 42:16
43:16 45:10 46:10
47:8, 18 48:16, 22
49:18 50:18, 25
51:10 59:20 60:17
61:4, 11 62:19 63:3,
4, 13 66:21 67:1
87:4, 16, 20 88:8, 24
89:14 91:12, 16, 22
92:4, 6 96:21, 24
97:2, 6 98:6, 20 99:4,
18 121:21 132:9, 11
145:24 146:19 169:2,
14 171:24 187:24
199:16 200:1, 8
202:23 203:10, 12
Groups 32:24 35:15,
23 36:18 45:7
grow 187:1, 17
guess 109:23 137:7
150:1 184:1, 2
guidelines 195:17

gunner 197:24
guy 82:13 194:11
guys 123:9

< H >
hac'd 200:6
half 71:11 124:16
141:13 194:5 195:11
Hamowi 37:20 38:5
79:19
H-a-m-o-w-i 38:5, 9
Han 176:15
hand 205:25
handful 130:8
hand-holding 183:16
handle 115:20
152:10 186:6 190:19
handled 83:4 153:8
187:16 196:19, 24
197:12
handles 82:10
handling 91:21
150:12 152:24 153:9
185:18
hands 29:19 79:5
hanging 100:1
happen 95:6 122:15
189:13 203:9
happening 124:13
happens 151:21
happy 31:24 60:6
62:3 78:17 121:16
141:24
hard 173:5
harmonized 109:15
harmonizing 109:14
hat 194:24
HCH 123:21
head 192:4
heading 145:19
hear 18:6 74:1, 3
99:16 112:14 137:5
172:4 184:10
heard 107:7 137:8
184:12
hearing 24:21 102:9
156:18 159:7
heart 9:4
heavily 29:17 83:12

126:9, 12, 14
height 70:20
held 185:15
help 91:8 124:5
135:20 143:3 195:18
helpful 126:8 140:8
helping 120:24
hereinbefore 205:7
hereunto 205:25
hey 81:5 136:23, 24
138:20 178:9
hide 181:17
Hidrock 32:18, 21
71:9
highest 18:18 178:18
197:1
highlight 111:11
159:24 174:1, 6
highlighted 109:3
111:10, 21 114:7
173:22, 24 174:7, 16
highlighting 174:9
highly 11:21
Hills 3:6
hire 170:9 201:11
hired 40:11, 14, 16,
19, 21, 23
historically 152:3
history 18:10, 19
22:14 53:14, 23 54:3
56:5 57:5 58:1 60:1
106:12
hit 189:20
Hold 27:6 47:9
55:3 67:15 86:14
90:21 94:14 106:8
144:21 183:14 198:8,
10
Holdco 87:5 98:7, 10,
19 99:3, 18, 22
121:22 123:13, 22
177:3, 11, 13
home 202:24
homes 83:21
honestly 39:23
honor 11:5 114:12
honorably 198:3
Hook 10:19, 21
hope 122:9, 13

Hopefully 143:18 144:24 hoping 24:13 host 63:3 hour 54:14 78:19 85:20 171:15 hours 16:2, 12, 13 house 11:14 178:11 189:11 houses 184:19 huge 83:16 115:11 humanly 184:16 hundreds 37:7 hypothetical 175:12 185:23 187:21 hypothetically 181:11 190:13 hypotheticals 98:25 <I> idea 28:11 69:2 72:2 74:17 76:4 136:6 137:12, 14 156:5 183:20 196:5 identifiable 202:22 identification 56:25 58:9 59:4, 21 identified 147:1 176:4 identify 40:18 75:12 identifying 59:13 60:11 ignoring 187:9 ii 104:24 iii 106:9 illogical 195:4 images 34:5 imagine 165:19 176:4 181:3 immediately 122:18 136:3 181:16 182:3 191:10 192:20 194:18 195:2 immune 93:7 implemented 51:14, 17, 21 52:5 implicates 169:9 implying 78:11	important 27:9, 17, 20 124:21 144:23 183:6 187:5 190:10 impressions 62:6 improper 40:18 94:19 inactive 166:7 inadvertent 60:10 inappropriate 124:6 inbox 54:22 190:11 inclination 182:4 include 140:10 141:4 included 122:3 130:2 includes 44:12 including 28:20 83:24 incoming 189:12 incorporate 19:12 167:4, 5 incorporated 19:10, 22 20:3, 22 21:12 156:20 incorporates 70:3 incorporating 20:7, 8, 12, 13 incorrect 51:1 136:9 independence 179:21 independent 12:18 28:9, 20 196:13 independently 29:14 indicated 12:12 18:4 29:3 35:18 36:25 39:7 74:10 77:2 78:25 indigent 120:20 indirectly 159:11 individual 11:23 13:19 70:13 74:25 75:12, 24 76:9 84:10, 13 106:3 107:1 139:16 155:25 171:5 192:7, 9 individuals 21:22 34:2 37:10 40:10, 21 76:10, 16 83:13, 18 84:13 116:9 120:24 industrial 10:20 industry 18:6, 10 53:13 55:19 60:2	183:9, 10 influence 182:21 influenced 196:14 influencer 159:19 informally 20:13 Information 18:25 21:19 22:18 23:12, 13 24:20, 21 35:10 42:7 46:9 55:24 59:14 60:11 83:6, 7 88:21 106:17 116:7 128:7 173:1 178:1, 2, 5 192:24 201:8, 23, 25 202:2, 4, 9, 19, 22, 25 203:2, 3, 5, 8 informational 124:4 informed 63:16 169:21 inhibit 159:2 Initial 19:3 48:2 136:2 138:6 139:19 154:24 155:9, 15, 21 156:3, 9 157:15, 17 166:15 Initially 51:18, 20 65:9, 11, 14 139:4, 7 initiate 66:8 69:6 inquire 204:10 inquiries 44:6, 13 insert 115:10 inspect 188:24 inspection 156:15 185:22 inspections 170:14 instances 8:12 institutions 83:13 instruct 14:8, 15 93:23 116:21 117:13 120:12, 16 129:7 167:20 instructed 120:8 189:3 instructing 120:4 135:9, 11, 16 172:17 instruction 8:24 90:19 91:6 120:14 instructions 145:12, 18 148:15 159:17 instructs 8:16	intended 7:16 59:15 104:16 intentionally 92:14 intentions 178:15 interest 15:4 65:25 66:5, 25 69:2 83:8 95:17 160:4 interested 62:2 205:18 interests 134:23 interface 183:4 Internet 194:11 interpret 26:5 112:6 interpretation 110:8 112:15 interrupt 20:17, 19 54:16 interrupted 148:8 interruption 172:2 interviewed 76:18 intimately 120:1 introduce 6:5 64:24 introduced 65:1 invade 123:18 135:7 Invades 14:14 29:12 invading 14:22 117:9 163:15 invalidation 188:7 investigations 44:6, 13 invite 95:1 invocation 94:11 invoke 94:5 invoking 94:10 involved 20:23 29:17 83:25 84:7, 14, 22 99:22 105:19 120:1 124:7 126:10, 17 128:24 129:23 149:5 150:16 151:8 153:1 197:2, 9 involvement 73:17 80:16 81:15 118:19 126:21 149:3, 16 153:16 181:17 182:5 involving 115:5 irreversible 193:6, 11 IRS 56:25 isolating 188:20 Israeli 197:21, 25
--	--	--	---

<p>issue 9:25 10:1 33:11 42:17 77:6 81:6 93:24 94:25 129:12 139:22 186:12, 14 191:23 issued 13:13 43:6 49:24 76:22 issues 9:3 31:5 45:16 94:3 134:23 150:12 156:16 186:9 items 8:20 51:3 its 18:11 22:2, 9 35:19 53:15 54:3 70:20 76:5 77:16 98:6 100:19, 23 109:20 114:12, 20 134:6 141:15, 19, 20 144:17 157:22 160:10, 22 166:21 170:7 175:5, 11, 14, 19 177:21 200:21 iv 106:9, 13</p> <p>< J > Jack 38:12, 15 39:15, 16, 22, 23 40:6 79:21 101:23 Jake 176:12 January 151:3 JASON 1:15 2:1 3:3 5:3 6:11, 23 17:16 66:18 205:6, 12 Jayde 176:18 J-a-y-d-e 176:19 Jersey 197:7 199:4, 18, 22 200:2, 10 Jimmy 176:25 Job 1:22 31:12 34:10 81:10 82:15, 16 83:2, 8 84:3 105:14 151:17 jobs 203:3 John 37:20 39:10 79:16 178:12, 13 Johnston 4:6 6:20 joint 145:12, 17 148:14 judge 10:1 15:3 102:9 103:17</p>	<p>judgment 191:4, 9 192:13 193:14, 16 196:13 judgments 83:19 juggling 151:17, 22 152:4 July 1:17 86:25 87:25 93:12 101:9 106:11 130:12 145:1 146:19 151:2 205:13 206:1 June 48:3 50:2, 6 63:2 71:25 72:3 87:25 101:8 116:10 130:11 131:1, 2, 17, 22 132:12, 21 133:6, 13, 17 134:1 168:16 169:17, 21 171:21 jure 20:5 jurisdictions 199:6, 12, 16, 25</p> <p>< K > Kaufman 182:11 keep 9:23 40:2 54:15 85:16 125:3 148:8 173:13 179:7 keeps 49:18 Ken 198:21, 25 200:4 202:6 Kenneth 3:17 6:14 kenneth.m.misken@us doj.gov 3:19 Kentucky 4:8 kind 32:19 55:12 70:23, 24 71:5 80:15 110:6 115:18 153:20 159:15 192:18 202:21 203:5 knew 65:2 66:14 68:2 73:1, 4, 6, 8, 16 know 7:15 8:9 10:22 12:17 13:25 15:14 16:9, 11 18:1, 6 19:20 20:21 21:11, 16, 25 22:23 23:9 24:8, 22 25:9 26:15 27:4, 10, 18 30:23 32:9, 12 34:4, 9, 12 36:19 39:16, 22, 25</p>	<p>40:5, 6, 15, 24 41:1 44:6 46:21 49:13 51:22 52:1, 7, 8, 15 53:8, 16, 18, 20 54:15 55:9, 12, 21, 22 56:15, 18 57:3 58:3 59:19, 23 60:3, 4, 11, 19 61:23, 25 63:6, 18, 19 64:5, 7 65:6 67:22 68:14, 24 69:15, 24 70:21 71:1 73:12, 16, 22 74:23 75:21 76:2, 12 77:12 79:5 80:11 81:23, 24, 25 82:3, 4, 25 83:24 85:5 86:11, 16 87:19 88:4, 5 89:25 90:2, 22, 23 91:3, 5 94:18, 23 95:5 97:9 100:1, 3 101:5, 10, 19 102:16, 19, 23 103:4 104:3, 8, 14, 22 105:4, 7 106:4, 16 107:1, 8 112:2, 16 114:3, 5 115:3, 6 116:4 117:8 118:2, 13 121:8 123:3, 7, 8 124:1, 23, 25 126:2, 3, 12, 13 128:12, 18, 21 129:21 131:12, 23, 24 132:15, 17, 20 133:11, 14, 19, 20 134:18, 19, 20 135:15 136:1, 21 138:17, 18 140:1, 17 141:1, 22 142:3 143:10 144:18 149:23, 24 151:14 152:22 153:17 155:9, 20 156:3, 11, 18 157:17, 21 158:3 159:20 161:2, 21 162:10, 17 163:7, 12, 17 164:15, 19 165:18 166:20, 23 167:14 168:22 170:22 172:9, 12 175:7, 9, 24 176:1, 3, 5, 8, 11, 14, 17, 20, 22, 24 177:1, 3, 20 178:9, 25 183:13, 21, 23 184:4 186:5, 18 191:4 192:22 198:11</p>	<p>199:19, 25 200:15, 16, 24, 25 201:8, 11, 18, 21 202:5, 18, 20, 23 203:1, 14, 16, 20, 22 knowledge 8:25 14:11 21:14 24:14 25:6, 15, 18 43:25 44:19, 23 45:3 49:5 53:8 54:7 74:25 76:4, 6, 10 77:8, 15 78:4, 20 79:5, 9, 11, 16 80:7 84:7, 13 89:9, 13, 17 99:19, 21 101:13 106:6 107:11 115:17 116:12, 21 119:3, 22 120:3 123:24 135:5 154:13 162:1 163:3 171:5 193:25 knows 49:9 91:2 94:6 110:18 169:24 170:1 Koffroth 54:24 57:13, 15</p> <p>< L > labels 149:25 Lack 54:7 89:8, 12 100:21 104:17 119:2, 22 162:1 191:14 language 103:23 104:14, 19, 25 109:3, 10 111:10 112:4, 17 125:12 166:21, 22 173:17, 22, 24 174:6 large 196:19 lasted 85:7 late 40:1 136:3 191:4 LAW 3:3 6:11 16:21 17:16, 19 18:20 20:25 23:20 53:24 54:4 57:24 66:17 70:16 80:13 81:6 82:11 90:22 95:11 97:14, 16 115:12 118:20 130:22 195:14 198:8 laws 43:20, 24 44:15</p>
--	--	---	--

<p>lawsuit 60:16 61:16 62:6 72:8 87:1 88:16 115:25 121:19 177:5 lawyer 9:11 14:19 30:7 49:15 77:15 84:10 91:2 94:21 116:24 124:2 163:21, 23 164:11 179:11 184:5 186:4, 10 195:14 196:13, 24 lawyers 40:18 51:11 54:15 82:24 83:24 128:12, 17 134:22 149:14 163:24 164:14 199:15 lay 117:11 187:3 layer 192:25 193:2 LBG 55:9 lead 117:10 188:22 leads 187:9 learned 74:17 leave 139:15 leaves 160:20 led 65:20 193:14 left 33:8 71:2 83:15 88:1 100:1 120:22 168:1 LEGAL 3:3 10:10, 12, 16 13:17, 20 14:12 15:6, 9, 13, 15, 23 16:3, 20, 22 17:21, 24 18:4, 6, 9, 10, 11, 25 19:7, 15, 19 20:22 21:5, 24, 25 22:11, 14, 15 23:15, 19, 25 24:2 25:2, 9, 21, 25 26:23 27:2 28:10, 13 30:5, 8 31:18, 22 32:3, 7, 10, 13, 24 34:7 35:9, 15, 18, 23 36:13, 17, 18, 19, 24 37:8, 12, 19 38:1, 11 39:11 40:10 41:11 42:16 43:16 45:7, 9 46:10 47:8, 18 48:16, 20, 21 49:18 50:18, 25 51:10 53:13, 14 55:19 56:6 57:6 58:1 59:20 60:1, 2,</p>	<p>17 61:4, 11 62:19 63:3, 4, 13 66:21 67:1 74:19 75:5, 23 83:11 87:4, 16, 20 88:8, 24 89:14 91:12, 16, 22 92:4, 6 93:3, 13 95:25 96:21, 23 97:2, 6 98:6, 20 99:3, 18 106:12 116:20 120:21 121:21 129:19 132:9, 11 138:2, 5, 9 145:23 146:18 150:12 162:22 163:22 169:2, 14 171:24 180:4 183:9, 16 187:24 189:16, 17, 18 199:16, 25 200:7 202:13, 23 203:10, 12, 20 legally 18:11 53:14 56:5 57:5 58:1 60:1 lender 161:3, 5 lenders 159:2, 11 length 98:23 lengthy 12:23 15:3 26:10 30:25 lent 196:7 letter 56:25 58:9, 11, 15, 16, 18 130:21 131:16, 25 132:3, 7, 19 133:9 168:16, 23 169:8, 9, 24 170:12, 17, 22 171:9, 14, 21 letterhead 130:22, 24 131:1, 17 letters 44:7, 13 147:11 170:8 171:7 192:22 letting 94:18, 23 102:16 110:17 Lev 97:16 levels 178:18 Lexington 4:8 LGS 87:5 98:7, 10, 19 99:3, 18, 22 100:3 121:21 123:13, 22 177:3, 11, 13 liaison 192:10 Liberty 157:24 158:4, 14, 15, 18, 23</p>	<p>159:6, 18, 20 160:2, 12, 14, 18, 19, 22 161:3, 18, 23 177:18 license 6:7 198:8, 11 licensed 68:25 licenses 198:9 life 70:22 150:24 183:13 light 124:19 Likelihood 141:7 188:3 likes 123:5 limbo 185:15 limit 31:4 77:24 126:23 limited 9:3 13:25 79:4 84:6 104:16 122:3 145:15 171:4 line 33:10, 13 56:24 83:17 122:1 152:17 196:9 lines 71:4 156:20 173:10 link 12:17 linked 24:4 LinkedIn 17:6, 9, 11, 15, 23 Lisa 176:2, 3 list 27:23 28:1, 2, 3 75:22 105:1, 5 listed 21:22 76:23 131:2 Listen 124:2 lists 62:19 LITIGATION 1:6 7:8 88:22, 24 90:12 112:10 113:14 118:14, 22 119:8, 16 120:4, 25 121:5 122:11, 16 134:4, 5, 10, 12 137:2 186:15, 25 187:3, 7, 11, 16, 25 188:4, 12, 15, 16, 17 190:22 little 67:9 70:25 85:13 114:8, 22 115:18 LLC 87:5 98:7 99:3 L-i 37:24</p>	<p>LLP 3:9, 21 loaded 35:9 84:16 loan 159:20, 21 loaned 98:19 99:3 loans 98:22 local 28:21 42:17, 24 43:6 64:8, 13 65:3 66:13, 14, 25 67:13, 24, 25 68:10, 16, 21 69:17, 20 70:9 74:12 80:19 94:19 152:1 178:1 191:10 192:10, 11 200:5, 8 located 10:3, 7, 16 location 10:17 102:4 lodge 8:10 logo 33:8, 13 Loli 175:23, 25 long 10:12 15:12, 14 19:18 21:10 39:20 54:3 56:4 57:5, 25 60:1 85:3, 20 106:12 131:8, 12 184:22, 24 197:25 longer 68:19 84:4 85:21 139:23 look 11:16 21:18 22:13 23:10 33:15, 17 34:9 35:16 48:14 51:9 58:8 60:20 63:14 65:8 108:2 142:6, 7, 8 153:17 154:8, 22 156:6, 12 158:8, 12 164:22 165:23 171:11, 18, 21 172:13, 18, 19 188:8 190:21 looked 62:11 141:2 looking 33:6, 14 36:6, 8 98:4 103:1 132:18 146:25 147:4, 5, 12 148:23 156:4 157:18 173:11 190:24 191:16 192:7 193:1 looks 17:13 33:10 54:22 87:25 133:9 147:9 166:18 191:1 loss 106:24</p>
---	--	--	--

<p>lot 34:8 61:19 62:1 70:19 126:13 128:1 138:20 150:23, 25 152:5, 6 165:18 173:24 177:23 183:20 185:12 190:19 192:16 193:15 203:3 Louisiana 178:10 love 123:7 lower 147:7 148:12 LPC 63:4 LPG 45:15, 17 48:15, 17, 19 55:8 65:2 66:5, 7, 11 71:14, 20 72:9, 21 74:18, 22 76:1, 5 77:7, 16 78:24 79:10, 17 80:9, 21 81:13, 17 82:6 83:25 84:8, 14, 23 99:23 100:22 104:18 111:15 112:9 113:4, 6, 11, 18, 20 114:1, 12 115:5 116:8 124:20 125:10, 16 126:6 131:22 133:6, 8, 13, 17 138:10 139:2, 12 140:11, 14, 21 141:4, 14, 21, 24 142:16, 24 143:13 149:22 150:9 151:3 152:21, 25 153:2 177:9, 17, 22 180:16, 22 187:15 194:5 202:14 LPG's 66:24 67:21 70:5 73:4 75:13 128:6 135:4, 24 136:6, 24 137:8, 13, 22 138:3, 5 167:12</p> <p>< M > Madam 54:13 mail 189:9, 11, 20, 23 190:5, 10, 13, 16, 19, 20 191:24 192:1 193:6, 8 Main 4:7 86:17 134:6 maintain 69:9</p>	<p>maintained 52:13 82:5 majority 40:10 making 73:7 120:15 132:11 133:6 189:19 man 170:24 manage 35:2 39:8 managed 35:1 manages 34:19 managing 100:19 101:19 116:25 149:13, 18, 24 150:2, 4, 7 151:12 162:21 184:5 186:4, 10 194:19 March 22:16, 21 25:22 39:19 69:22 175:21 177:9 Marder 97:11, 15 117:5 Maria 176:9 mark 148:11 marked 5:12 marriage 205:16 MARSHACK 4:4 6:22 Marshak 4:23 material 163:3, 7 195:9 materials 189:4 math 143:3 matter 9:4, 16 11:23 29:18 132:9 139:22 157:7 169:2 171:24 178:8 205:19 matters 30:18 75:1 76:24 77:5 171:3 180:4 190:22 MCDVI 3:21 6:18 MDA 156:16 170:18 190:3 mean 26:5 29:23, 25 32:19 44:3 49:4 52:22 62:13 65:8 66:4 69:14, 19 82:14 89:12 96:22 98:13, 18 104:14 109:9 110:11, 16 111:10, 18, 21 119:10 123:15 127:5 145:19 149:9</p>	<p>154:6 157:23 161:2 165:7 174:5 182:12 187:2 200:5 201:3 203:19 meaning 113:10 130:4 154:7 means 104:14 111:12 117:11 meetings 12:23 127:8 134:21, 24 138:1 members 154:10 memo 81:6 memory 150:20 mental 14:21 mentally 27:12 mention 50:13 192:15 194:5 merely 114:11, 17, 20 meritorious 193:17 message 90:1, 23 messages 10:23 messes 177:23 metaphor 82:20 metrics 140:24 middle 11:20 147:23 Mike 4:22 military 197:16, 20, 21, 23 million 71:23 72:11 73:14 125:16 126:4 155:6 157:20, 21 160:5, 9, 11, 20, 23 161:15, 17, 21, 22 162:7 163:6, 13 166:14, 15, 25 167:3, 5, 6, 7, 15, 20 168:8, 9, 20 169:4, 16 170:10, 11 172:1, 8 173:4, 6, 18, 19 174:15 197:2, 3, 7, 12 millions 197:9 mind 26:7 37:14 mine 67:25 81:5 minimum 181:19 minute 74:2 146:4 minutes 55:3 78:19 85:6, 8, 20 94:13 146:10 minutiae 35:1</p>	<p>mischaracterizing 152:13 Misken 3:17 5:6 6:14 198:22, 24, 25 200:7, 12 202:12 203:24 missed 117:17 missing 102:18 Misstates 19:24 57:8 66:3 67:6, 14, 16 92:12 99:11 144:12 mistake 115:11 mistaken 68:18 mixed 182:13 modicum 163:3 modification 87:2 121:20 modifications 157:9 moment 13:3 45:5 51:7 64:9 100:7 108:14 167:24 188:11 Monday 1:17 205:13 money 50:10 98:19, 22 99:3 110:14 114:15, 16 124:24 125:9, 11 161:22 196:7 197:13 month 39:17 187:11 monthly 109:16, 21 months 10:15 15:14, 22, 24 16:19 25:21 39:12 64:3, 6, 11 65:25 66:8, 9, 18, 25 67:22 68:9, 11, 17, 19, 25 72:24 73:1, 9, 15 74:11 80:18 81:12, 19 86:12 151:2 154:4, 13 178:1 188:16 197:3 monumental 190:8 morning 7:5, 6, 18 10:3 56:23 105:13 motion 18:3, 8, 17 35:18 53:11, 12 56:14, 20 78:16 86:25 87:3, 24 91:20 102:10 106:17 121:21 123:16 144:6, 11, 16, 17, 18 145:2, 7,</p>
---	--	--	--

11 146:2, 13, 18
147:4 148:17 154:16
159:21 164:2 170:3,
5, 9 191:8 200:20
motions 88:9
mouth 148:1
move 15:3 26:8, 16
46:20 56:3 78:6
95:4, 16, 17, 20 96:2
120:7 159:16 170:23
191:5
moved 71:10
moving 46:24
multiple 96:13
159:17 189:19

< N >
name 6:5 7:7 23:11,
18, 19 24:1, 4, 6, 7
25:1 27:15 38:8, 16,
20 39:3 48:21 158:1
176:6, 19 182:13
198:25
named 22:13 73:10
179:18
names 22:15, 20
23:1, 3, 6, 14, 25
24:14 25:10, 14, 16
36:14 37:7, 9
nature 10:25 35:11
36:18 44:7 45:1
56:1 64:10 126:20
nearly 143:19
necessary 8:14
need 7:21 8:12, 23
27:10 38:14 52:20
54:14 58:25 66:4
68:22 78:15 82:7
93:19 104:4 107:22,
24 112:14 125:2
131:24 138:24 143:2,
23 146:4 148:21
153:20 162:16
163:17, 21 164:17
165:3, 6 166:19
167:13 174:6 181:9
184:8 185:1 193:16
202:8 203:2 204:12
needed 50:6 66:14
67:23 130:5

needs 11:17 19:12
102:13 127:19
156:17
negotiate 164:2, 9, 10
negotiated 89:21
96:20 115:24 161:8
163:17 164:11
negotiating 133:16
134:8
negotiation 89:23
126:17
negotiations 89:6, 10,
15 126:10 127:21
128:24 129:4 130:14
131:9 134:2, 9, 12, 14,
16 138:17 155:11
161:7 170:19
neither 122:1 193:18
network 42:24 65:3,
5 66:13, 15, 16, 24
67:3, 12, 24 68:1, 2, 4,
5, 10, 16, 21 69:17
70:9 74:12 80:19
151:15 178:1
never 52:11 78:4
83:14 120:8 167:22
179:25 195:14 198:6
New 3:12 10:4
18:24 28:22, 23
53:25 58:19 90:21
151:13 152:1, 17
180:12 187:11
196:19 197:7 198:10
199:4, 18, 22 200:2,
10 201:11, 24, 25
203:7, 11
newest 151:24
Ng 4:21
Nicholas 54:24
57:12, 15
night 12:16
NOEL 3:21
non-fee 108:5 112:12
non-important 194:7
non-legal 183:5
non-performing
142:15
non-privileged 89:19
North 199:24

note 75:9 146:25
158:14 160:14, 24
noted 99:13
notes 46:16 54:21
notice 2:8 28:12
59:1 75:16 77:21
145:2
Notwithstanding
20:21 118:24 119:18
143:22 163:11
NSF 50:14 91:11
Number 2:10 6:7
26:24, 25 41:6, 13, 18,
19, 21 42:4, 19 54:25
55:18, 20 56:25 58:9
59:4, 21 69:4 103:21
138:18 139:3, 6, 8
140:5 141:2, 17, 20
142:23 143:5, 8, 10,
19 149:13 151:6
161:21 164:7 168:2,
10, 19 170:10 173:4
185:24 186:18, 23
187:1, 2 188:9
numbered 154:22, 23
numbers 55:12
64:19 139:24 143:25
144:1, 3 164:1, 14
170:16 171:7 188:21
192:22
numerals 106:9
numeric 28:2
numerous 105:19

< O >
oath 7:19 11:6 76:3
86:2 105:10 124:18
object 13:24 14:7
29:11 30:4 35:4, 5, 6
54:6 57:7 67:15
75:3, 15 92:11 99:10,
13 116:19 120:14
122:24 123:17 135:6
163:14
objected 120:13
Objection 14:14
25:13 31:17, 20
34:13, 20, 22 49:12
64:21 66:1 67:6
75:9 89:8 90:19

91:6 94:5 107:13
110:21 119:1, 21
120:15 144:10 153:4,
11 165:14 167:18
objectionable 26:4
objections 8:10, 11,
13, 14 26:11 30:21
31:4, 15, 19, 24 35:4
49:14 119:5 159:17
171:19
objects 30:23
obligated 113:10
obligating 101:6
obligation 114:12, 21
116:5 156:9 186:5
obtain 124:21
obtained 141:4
obtaining 114:17, 20
obvious 30:14
obviously 12:8 26:9
48:5 55:8, 25 115:25
124:11 150:24 204:6
OCC 181:21 182:3
194:14
occupied 10:13
occupy 32:13
occurred 77:12
205:12
o'clock 85:13
offer 131:4, 7, 9, 18,
20 132:8, 12, 20, 21
133:6, 10 155:18
168:17, 20 169:1, 3,
11, 16, 17 170:12
171:23, 25 172:7
183:15
offering 45:24
132:10 133:11 169:3
171:24
offers 170:9
offhand 58:21
OFFICE 3:13 10:5,
7 11:13, 15 22:3, 4, 5,
6, 8 27:19 28:22, 24
32:15 53:21 54:24
82:13 90:22 97:11
130:23 152:10
181:16 182:19, 20
189:4 192:18 195:25
204:17

<p>officer 15:18 21:22, 23 22:1 28:17 29:5, 9 87:19 officers 32:7 99:20 175:14, 19 177:3 OFFICES 3:3 10:9, 13 17:16 32:14, 18 43:18 44:18 71:10 97:16 179:15 188:25 OFFICIAL 3:9 officially 68:15 off-line 90:24 202:10 Oh 38:17 158:7 Okay 7:12, 15 10:5, 7, 9, 12, 16, 22 11:3, 6 12:4, 9, 12, 22 13:1, 15 14:10 15:9, 15, 22 16:1, 7, 14, 18 17:4, 6, 9, 15, 19, 23 18:1, 3, 16, 23 19:3, 7, 11, 14, 18, 21 20:20 21:1, 13, 18 22:2, 5, 10, 13, 20, 24 23:6 24:3, 10 25:3, 7, 20, 24 26:20, 22, 25 27:2 28:7, 12, 18, 25 29:8, 22 30:13 32:7, 21 33:13, 19, 22 34:6, 20 35:14, 17, 25 36:12 37:14, 21, 25 38:3, 10, 17, 23 39:2, 7, 10, 13, 15, 18, 24 40:4, 8, 14 41:20, 24 42:3, 8, 13, 16, 21 43:3, 5 44:8, 17, 21, 25 45:4, 9 46:8, 12, 24 47:4, 7, 11 48:6, 10, 19, 24 49:8 50:1, 2 51:6, 8, 13, 20 52:3, 8, 12, 22 53:5, 22 54:12, 23 55:24 56:11, 17 57:10 58:6, 8, 14 59:3, 24 60:5, 20 61:3, 21 62:9, 21, 24 63:8, 12, 23, 25 64:5, 15, 18 65:13, 24 66:7, 17 67:4 68:7, 24 69:6, 11, 15 70:4, 7, 12, 20 71:8, 12 72:6, 21, 25 73:12, 17 74:6, 14, 21 75:8, 18</p>	<p>80:6, 17, 23 81:11 82:9 83:23 84:25 85:11, 18 86:5, 11, 20 87:19 88:7, 14 89:2, 4 91:15, 19 92:1, 7, 21 93:25 95:9 96:15 97:1, 13, 19 99:2, 8, 12, 20 100:3, 13 101:15, 19, 24 102:3 104:5, 24 105:15 106:3, 8, 21 107:15 108:11, 17 109:4, 5 111:7, 9 112:6, 20 113:3, 8, 17, 23 114:5, 10 117:15 119:5, 10, 14 121:3, 14 122:14 123:6 125:3 126:1, 8, 16, 20, 24 127:11, 14, 21 128:2, 5, 23 129:2, 13, 21 130:7, 19, 25 131:3, 7, 14, 20 132:2 133:4, 11, 15, 21 134:2, 16, 19 135:1, 3, 13 136:5, 9, 12, 15, 19, 22 137:3, 20 138:1, 8, 13, 19, 25 140:1, 8 141:3, 9, 14 142:20, 22 143:7, 12, 22 145:7 146:1, 5, 11, 24 147:18 148:7, 20 149:7, 12, 18 150:3, 8, 11, 15, 21 151:1, 20 152:7, 23 154:3, 12, 15, 20 155:9, 13, 19 156:8 157:2 158:7, 23 159:23 160:8, 25 161:20 162:7, 13 164:3, 22 165:17 166:13, 23 167:23 168:7, 12, 19 169:22 172:24 173:12, 16 174:8, 18 175:14, 19 177:13, 18 180:7, 25 181:5, 20 182:2 183:3 184:7 186:9 188:24 189:7, 25 191:17, 21 194:13 196:7, 12, 17 197:11 198:13, 19 200:18</p>	<p>202:18 203:24 omnibus 87:3 onboarded 68:1 onboarding 151:13 once 70:19 84:5 162:14 190:20 192:1, 24 193:6, 7, 24 201:24 one-business 160:11 one-on-one 89:22 ones 40:14, 23 184:20 187:12 ongoing 134:6, 14 138:17 155:12 195:21 online 192:8 open 159:5 187:7 189:12 190:20 192:1 193:24 opened 13:9 47:12 58:10 opening 98:5 opens 191:2 operate 200:21 operates 81:2 operating 51:14 52:5, 9, 24 56:7 154:5 operation 25:25 53:6 71:5 operational 78:14 162:21 operations 60:7 75:23 110:13 128:15 129:10, 14 152:10 opine 104:4 opinion 75:5 94:24 103:15 117:3, 11 opinion/conclusion 116:20 opportunity 67:15 73:23 74:17 80:8 95:7 135:24 136:4 oppose 191:9 opposed 63:9 69:10 88:4 191:10 opposition 181:21, 24 order 7:21 19:11 55:2 87:3 116:10</p>	<p>121:20 145:3 154:17 184:14 203:2 ordered 103:16 original 62:11, 13 72:16, 18, 20 132:21 originally 141:4 originated 168:11 172:10, 11 outcome 205:19 outline 191:22 outlined 171:3 outlining 82:20 Outlook 54:22 outmatched 83:12 outside 45:13 46:1 54:10 107:14 116:20 119:3, 23 123:1, 23 159:9 161:25 165:7 167:19 182:21 193:5 overall 194:4 overbid 155:4 overbroad 92:12 overhead 165:25 overlooked 194:20 oversee 128:13 overseeing 82:24 91:22 149:14 overwhelmingly 194:6 overwriting 33:9 owes 193:12 owner 29:8, 24 30:2, 9, 14, 16 32:5 87:19 159:19 owners 32:2 175:14, 19 177:2 ownership 99:8, 17 Ozur 80:2 O-z-u-r 39:6 Ozure 39:4 < P > P.C 1:6 3:3 17:17 19:15 66:18 70:13, 16 87:5, 17, 20 98:6 99:4 132:9 169:2 171:24 p.m 1:18 148:25 204:23 205:14 Pacific 6:4</p>
--	---	--	---

PAGE 5:2, 11 23:12, 13 35:9 61:6 63:4 87:15 100:14 145:4, 8, 9, 15 146:2, 6, 21, 22, 25 147:2, 8, 9, 11, 12, 14, 16, 17 148:4, 12, 13, 15 154:21, 22 158:12 164:22 165:23, 24 173:11, 12 174:16
Pages 1:23 87:8, 14 146:23
paid 27:5, 8 108:4 112:10 125:9 160:11 161:17, 22, 24 163:7 166:14
Pandy 38:12, 18, 19 39:21 40:6 79:23
papers 54:9
paragraph 63:14 71:12, 17, 19 98:5, 8 107:24 108:17 110:9 112:21 113:23 114:3 115:3 118:6 145:22 154:23 159:24 164:25 165:12 167:10 168:19 172:7 200:19
paralegal 190:24 191:1 192:2, 6, 10
paralegals 91:24 149:14 182:9, 24 192:16, 21
Park 3:11
Part 16:1, 9 20:11 26:14 33:16 35:14, 19, 23 36:10 67:2, 11, 25 75:21 76:19 108:23 112:14 125:23 173:16 192:23 198:17 201:9, 19, 21, 25 203:1
Partial 56:23 87:2 113:8 116:3 121:19 145:1 177:15
participate 78:3 127:8 198:16
participating 127:3
particular 24:16 139:21, 22 142:9

188:2, 7, 10, 18, 20 189:19 190:23, 24 191:1 192:13 193:2, 19 199:20 203:5, 21
Particularly 119:6
parties 77:10 78:7 87:4 90:12 102:8 106:23 113:16 122:6 157:5 163:12 196:25 205:16, 17
part-time 15:24 35:21 36:1, 12, 23 37:10, 18, 25 38:3 91:23
party 9:8 88:16 117:1 120:2 144:13, 16, 17 146:13 155:4 158:4 177:14
pass 127:17
passed 199:20
passing 12:20 90:1, 23
pay 43:12 81:21 108:6, 20 112:24 113:5, 19, 24, 25 126:3 166:4 174:12 200:25
paying 167:10
payment 107:18 139:19 161:5 168:21 169:4
payments 109:16, 22 116:7 166:16 195:22
pays 139:17
PDF 165:24
penalty 6:25 100:19
pending 90:12 94:20 95:12, 14 118:24 121:9 123:16 134:12 159:21 190:22
people 27:10 28:22, 23 34:6, 8, 11 43:1 61:20 62:2 68:3 78:4 81:9 83:5, 10 168:1 176:5 177:21, 23 182:25 183:4, 18 184:17 185:4 188:25 189:1, 2 192:25 194:17

percent 39:4 107:18 108:6, 20 109:2, 7, 13, 19 110:4 112:24 113:5, 11, 12, 20, 21, 25 114:13 141:7 166:1, 4, 7 195:12
percentage 16:18, 20, 23 141:9, 10, 12 154:25
percentages 162:8 164:24 165:2
perform 175:6, 11
performance 81:6
performed 81:25
performing 142:3, 5, 8, 15
period 83:1 130:14
periodic 134:21
perjury 6:25 100:19
permit 11:19
permitted 10:23
person 58:3, 6 78:13 81:16 82:17 84:11 104:23 105:8 114:5 118:1 128:23 129:2 150:1, 11 152:25 171:5 176:4 191:3 195:1 196:14
personal 8:25 49:5 53:8 54:7 59:13 78:20 89:9, 12, 17 100:22 101:13 104:17 106:6 107:11 116:12, 24 119:3, 22 120:3 150:24 162:1
personally 76:18 180:21 193:12 202:22
personnel 183:5
perspective 77:24
perspectives 142:7
pertained 121:9, 10
petition 25:11 71:20 111:16
phenomenal 192:2
Phoenix 190:2
phone 11:16 64:19 65:19 69:4 70:5
phones 184:22

physically 179:14
pick 70:25
picture 17:12, 13 35:10 191:21
piece 146:21
pieces 189:20 190:13, 19
Pilot 194:12, 13
pinpoint 70:21 150:1
place 6:9 22:9 43:1, 12 50:11 52:1 68:5, 16 73:11 134:10 151:1, 15, 24
plan 191:17
plant 168:6
plate 151:7 152:6
pleading 137:15 191:7
please 6:9 7:25 8:6 13:3 20:17, 18, 19 31:7, 16 46:24 47:9, 15 54:15 55:3 59:10 62:5 67:15 68:12 69:15 76:10, 16 108:15 115:2 123:10 126:23 132:23 133:4 144:22 145:14 147:20 153:6 165:17, 18 171:12 173:12 196:8 197:19
plural 96:9
plus 99:23 125:15, 22 126:5 160:3 166:6 173:20
PO 3:6
pocket 160:21 161:2
point 9:15, 19 20:7, 10 36:22 63:21 81:9 89:21 95:19 97:10 120:6 143:12 150:7 161:3 163:18 201:10 204:4
pointed 118:7
pointedly 119:11
points 161:7 163:20
policies 52:13, 18, 22, 25 53:5 56:8, 12, 19 201:6, 7, 8, 9
policy 194:7 201:2

portal 189:13	185:25	80:11 86:16 101:23	proper 40:12 83:11
portfolio 70:16 197:6	presently 186:16	129:6, 19, 20 130:1	93:9 104:23 120:21
portion 145:15	preserve 8:13	140:15 141:6, 13	193:13
160:23 162:22	President 17:16	146:9 150:14 155:22	properly 166:19
position 90:17 92:7	presumably 110:2	171:19 184:21	203:3
112:9	pretty 43:12 151:21	186:22 192:20 197:3	Properties 32:18, 21
positive 194:10	201:11	203:22	71:9
possibility 137:13	prevents 139:24	problem 27:22	property 197:6
possible 7:17 12:21	previously 32:13	60:13 95:18 156:14	proposed 18:19
20:4, 11 131:9 137:6	75:19 109:18 126:6	167:25 187:10 190:6,	103:6 116:25 125:23
184:16	139:12 173:22	8, 19	143:16 163:5 172:12
postdating 146:23	price 126:3 154:24	problems 185:24	173:18, 19 186:11
posture 181:13 196:4	164:23 166:16, 24	188:23	proposing 36:17
potential 121:10	pride 183:10	procedure 184:25	143:7 201:15
135:23 137:24 138:4	primarily 150:11	procedures 51:14	proprietary 200:21
191:23	principal 22:2, 5, 9	52:5, 9, 13, 18, 23, 24	prospect 135:3
potentially 35:6	65:2, 6 66:10	56:8, 12, 19 193:13	prospective 123:15
41:17 80:5 107:25	principals 124:20	proceed 7:17	protected 90:14
potted 168:6	principle 174:10	proceeding 8:4 97:3,	92:18 122:21
powerful 83:13	prior 18:20 19:16	7 122:2	protecting 83:8
powers 203:19	20:9, 14 21:15 39:18	proceedings 8:14	protection 43:19, 22,
PRACTICE 1:6 7:9	40:14, 19 53:23	process 7:16 9:16	24 44:14, 22 203:18
16:17, 21 35:11 79:8	56:13 59:4, 21 69:12	11:9 14:21 185:6, 8	provide 9:11 13:20
81:8 199:5	70:13 77:1, 7 124:20	187:13 189:23 197:5	14:5 16:4 21:4 26:1
practicing 16:8	132:15, 20 135:12	198:17	27:21 30:25 37:1
116:24	137:4 148:15 152:7	Processing 22:15	41:4 42:11 100:18
precedence 71:6	priority 191:15	23:19, 25 190:10	101:7 102:24 106:23
preceding 116:8	privacy 123:19	processor 202:7	109:6, 17 116:6
146:22	159:4 201:2, 7, 9	produce 34:14 52:3,	117:16 127:11, 22
precision 140:2	privilege 8:17, 18	4 78:12, 14 171:4	128:9 129:8 140:24
precluded 94:1	14:8, 23 15:1 29:12	produced 27:15 52:8,	175:5, 10 183:17
preclusion 94:21	30:24 31:5 75:4	11 53:6, 9 56:16	provided 20:7 41:14
preexisting 114:21	86:15 88:18 90:7, 14,	58:4 60:4	49:15 54:2 56:13
preface 139:13	24 91:3 92:10, 19	producing 77:22	57:4, 25 59:25 97:25
166:19	93:8, 9, 17 94:6, 10,	product 113:14, 15	101:3, 11, 14, 16, 17
prefer 85:13 87:7	12 96:2 117:9	117:4 152:1	102:6, 12, 25 103:10
pre-incorporation	120:11, 14 122:19, 22	production 56:24	104:8, 9, 21 105:5
20:9, 10	123:18 129:12 132:5	Professional 2:9 3:5	106:5 107:4, 9, 11
prejudice 9:7	135:7 138:12 163:16	65:4 154:3 179:24,	116:13 125:5 127:15
prep 78:8	164:19	25 198:9 205:3	128:13 129:22, 23
preparation 12:10	privileged 12:14	profile 17:6, 9, 11, 15	159:12 173:1 175:8
77:20 130:7	88:15, 22 94:9, 12, 25	profit 106:24	179:10, 22
prepare 12:4, 6	95:17 156:18 164:5,	progress 154:14	provides 100:16
33:22	20	promise 195:2, 19	106:14 107:17
prepared 55:17	privity 203:21	promises 122:14	providing 18:10
76:14 78:5 88:21	privy 80:12	prompted 146:12	31:1 53:14 56:5
prerogative 70:2	pro 83:16 200:6	promptly 183:7	57:5 58:1 60:1 77:3
PRESENT 4:20	201:1	proof 175:5, 7, 10, 13	117:7 129:14 155:15
97:3 127:9 179:1, 14	probably 24:20 34:4		178:20 180:4 181:8
	43:8 65:3 69:19		

provision 87:12 107:20 108:12, 13 109:5 112:7 163:22 164:4, 5 165:11 prudent 84:5 PST 1:18 205:14 public 28:4 pull 46:4 54:12 62:9, 16, 25 121:12 130:18 131:14 198:18 pulled 9:10 33:4 46:6 54:20 194:24 pulling 47:24 punched 64:19 purchase 28:13 29:4, 10 30:10, 11 36:17 41:11 84:11 91:11 100:23 123:14 125:23 126:3, 10, 17 127:22 128:25 129:5 130:15 131:4, 10, 18, 22 132:12, 21 133:6, 16 134:2, 9 135:24 137:22 144:14 145:11, 17 147:6 148:4, 14 154:24 155:10, 14, 19 156:1 159:25 164:23 166:16, 24 168:17 170:3, 17 171:6 173:18, 19 174:16 178:21 182:6 197:2, 4 201:15 purchases 196:24 197:10 purchasing 137:13 pure 80:17, 21 purport 163:1 purporting 168:22 purports 79:7 purpose 78:16 purposes 70:9 Pursuant 2:8 101:11 125:11 158:14 put 16:23 18:23 33:1 54:9 86:22 130:21 140:21 144:24 148:1 169:24	170:22 171:14 183:14 192:20 putting 84:3 132:8 168:25 169:11 171:22 < Q > quarreling 89:20 quarter 166:9 Queenie 4:21 question 7:25 8:2, 5, 8, 12, 13 11:15 14:22 16:6 23:8, 17, 23 26:3, 17, 19 28:19 29:14, 22 37:13, 15 50:23 52:20 53:3, 4 57:22 59:6 68:14 69:24 70:6 72:6, 7 75:7 76:20 81:24 84:6, 17, 21 89:24 90:8, 10 91:6 92:12 93:1, 10, 17 94:20 95:12, 14, 19, 22 96:1 98:14 101:16 104:7, 23 105:8 106:19, 20 107:6 108:11 109:4 111:25 115:1 117:14 118:3, 17, 22 119:11 120:5 122:8 126:22 127:25 128:22 132:15 134:8 135:19 137:3, 10 138:11 139:25 140:12, 19 141:25 142:14 147:21, 22, 23 149:17 153:6, 14 156:7 158:10 162:5, 10, 16 165:4 167:1, 3, 8 169:13, 18, 22, 25 170:2 172:14, 21 175:3, 23 176:2, 6, 9, 12, 15, 18 177:2, 19 179:1 180:16 181:10 195:24 202:5 203:13 questioning 79:14 questions 7:19 8:10, 16 9:5, 6, 9, 20, 23 20:23, 24 30:25 34:18 56:7 60:6 75:20, 22 77:21 95:4,	7 99:1, 12 110:17 111:19 115:20 162:20 164:16 178:25 179:2, 6 184:7 198:20 203:25 204:4 quibble 109:9 quick 110:8 quickly 105:22 184:6, 15 189:23 190:16 quite 169:18 185:16 191:13 < R > rainmaker 82:13, 19, 25 152:9, 11, 20, 24 153:3, 8 raise 31:7, 13 raising 31:8 random 64:18 68:3 range 130:11 185:22 186:20, 21 rate 183:21, 23 ratifies 20:9 ratifying 20:13 rating 45:7, 10, 11 46:13 47:2, 5 reach 81:4 reached 65:4 reaching 137:17 read 46:18 49:1, 2, 22 50:15 51:3 74:7, 8 100:9, 11, 13 101:1 108:14 109:9, 10, 12 113:1, 2, 13 119:12 131:24 132:16, 23, 25 136:2 137:15, 18, 20 155:7 162:13, 16 165:3, 18 166:11, 20 167:13 173:13 174:12 204:6, 7, 13, 15, 16 reading 46:16 61:25 103:14 110:5 136:10, 15, 22 160:13 reads 204:8 ready 68:20 186:18 192:11, 12	real 188:25 189:2 196:19 198:10 realization 115:14, 15 really 30:15 34:10 35:2 49:6 55:9 82:7 103:16 110:7, 13 132:1 137:9 139:24 159:3 162:20 165:7 167:1, 21 181:7 192:7, 17 193:15 197:6 201:13 reason 21:13 24:23 29:8 51:8 59:3, 15 60:25 70:8 102:25 112:19, 20 122:24 124:11 150:18 194:16 196:12 reasonable 193:17 reasonably 108:4 112:10 recall 43:1 48:16 53:25 56:9, 11 58:21 64:2, 17 65:8, 11, 22 69:5 71:10 86:9 96:14, 15, 18 125:18 129:13, 22 131:8 150:18, 19 152:12 168:15 199:23 204:10 receivables 109:2 receive 160:3 received 130:8 179:18 receives 201:22 receiving 201:22 202:13, 19 recital 113:13 recognize 120:19 131:20 142:17 recognized 120:24 136:3 recollection 58:24 130:13 132:19 133:5 149:11 150:16 151:8 160:10 reconcile 68:13 record 6:3, 9 7:20 24:18 26:15 28:4 30:16 31:13 55:6 78:11 85:23 94:10,
--	--	---	---

15 96:19 97:1, 7, 12,
23 99:14 117:19, 20,
22 118:4, 7 123:10
148:25 161:1 169:14
184:8 187:13, 20
197:11 204:13, 22
205:9
records 24:18 40:25
42:3
recovery 122:4
Red 10:19, 21 156:20
redact 59:13, 15
redacted 59:12 60:10
redaction 59:17
REDHUN 1:15 2:1
3:3 5:3 6:11, 23 7:5
8:3 10:3 12:1 13:5,
12 14:10 15:7 17:17
18:23 20:16 21:4
25:9 26:22 27:6
28:9, 12 29:3, 22
30:17, 20 31:3 32:2,
23 33:3 35:8 37:13
40:9 44:11 46:5
47:1, 17 49:22 54:20
55:17 57:22 59:19
60:15 64:24 66:18
67:18 68:7 70:7
74:10 75:11, 18 77:2
79:16 85:2, 25 86:6,
22 87:15 89:24 90:6
91:11 92:16 96:6
98:4 99:17 103:9
106:3 107:1 109:25
111:2, 25 112:19
115:24 118:13 119:6,
16 125:14 129:18
130:22 131:16
132:12 140:2 144:5,
24 146:17 148:22
149:2 157:14 159:23
161:13 163:10
164:22 168:15 170:3,
15 172:9 173:4
175:4 178:25 179:10
204:12 205:6, 12
redirected 102:16
refer 166:1
reference 52:12
108:25

referenced 36:2
52:19 150:4 164:24
177:14
referring 49:18
86:24 87:11 91:4
92:24 122:25
refers 53:22
reflect 31:13 42:4
65:14 132:21 171:7
reflected 130:11
174:15
reflects 17:9 19:4
35:10 46:12 47:22
50:18, 25 54:1 61:4
157:6 163:2 174:22
refresh 58:24 132:19
133:5 160:10
refund 49:24 50:7, 9,
10 184:25 185:1, 4, 9,
10, 18 194:7, 16, 18,
19 195:1, 22 196:1, 8
refunded 50:3, 13
195:3
refunds 50:1, 19
51:2 194:6 196:4
refuse 203:22
regard 44:17 56:17
67:19 70:17 77:12
104:11 113:19
114:16 116:5 121:21
124:13 126:21 128:6,
24 129:4 153:2
176:12, 15 177:2
178:14 201:14
regarding 35:11
57:4 69:17 74:12
79:6, 8 87:1 92:22
95:10, 14 98:15
106:9 124:18, 20
128:7, 14 129:9
138:9 157:15 168:16
173:23 201:8
regardless 127:19
203:4
Registered 2:9 22:15,
21 23:1, 7, 14, 18
24:1, 15 205:3
registering 25:10, 16
regularly 16:3

151:21
reinvent 66:15
related 42:17 55:8,
11, 13 73:4, 19 80:23,
25 98:6, 10, 11, 15, 24
150:12 158:4, 6, 7, 9,
21, 22 177:14, 21
194:5 205:15
relates 77:6 115:3, 4
relating 73:18 116:7
124:19 128:9 131:24
relation 44:14 56:7
relationship 15:6
77:7, 9 98:23 99:4, 7
110:19 175:15, 20
177:4 178:16
relaying 83:7
release 116:17 117:6,
11
relevance 67:22
111:13
relevant 9:4, 12
36:14, 16, 21 37:12
51:12 77:10 79:12
97:2 194:8
relgidedly@foxrothschil
d.com 3:13
reliability 178:8
reliable 178:2, 6
remain 118:23
remains 182:20
remember 39:23
40:1 61:25 65:18
110:5 118:6 136:17
149:5, 15
remind 86:2
remit 109:17
remitted 110:3
remitting 114:13
remotely 50:22
205:12
render 92:21 93:3,
13
repaid 160:14, 15
161:5
repayment 160:3, 4
repeat 64:10
rephrase 8:6 84:21
135:19 167:7 174:21
replace 69:20 151:25

report 181:16 182:2,
16
Reported 1:24 47:18,
20 48:8 179:17
182:10
Reporter 2:9, 10 7:1,
19 8:1 54:13 74:6
204:18, 25 205:3
reporting 181:21
reports 46:10 47:4
repost 60:9
represent 70:17
83:10 88:23 123:22
163:1 178:10 181:1
200:9 203:16, 17
representation 83:11
120:21 124:3
representations 56:4
122:15 124:14
163:20
representative 14:11
41:10 74:15 76:23
88:17, 18 91:16 92:4
115:6
representatives 89:14
represented 72:10
73:13 125:16
representing 97:15
163:23 179:24 181:6
200:1
represents 131:23
reputable 181:3
request 11:5 50:7, 8,
9 102:7 121:17
requested 11:4
127:15 189:5 202:1
requesting 42:8
203:3
requests 185:19
required 162:18
175:4
requires 106:13
resend 59:12
reserve 24:25 122:6
198:5
resolution 41:5, 14
42:11, 18 43:6
137:17 188:9
resolutions 188:7
resolve 137:21 187:5

resolved 109:15, 16,
21, 22 122:5 137:22
139:21 188:15, 16
195:23
resources 191:22
respect 9:14, 19
29:15 31:14 89:10
91:2 98:12 175:23
176:9, 18 179:21
180:7, 15 181:20
182:8, 22 184:25
187:6 188:19 189:7,
25 195:6 196:18
Respectfully 77:18
103:3 110:12 117:13
respond 8:1, 12, 15,
17 118:10
responded 184:3
response 8:2 74:15
90:7 93:7
responses 7:20, 22, 23
55:25
responsible 55:9
81:15 150:12 151:6
responsive 191:7
rest 107:24
restating 37:14
restroom 148:21, 22
result 115:25 126:5
resulted 90:9
results 90:13
resume 85:11
retained 105:2
return 183:15
returned 184:9, 13
revenue 71:23 72:11
73:14 108:7 109:7
112:24 113:5, 20
114:1, 13 125:17, 21
126:5 162:8 167:16
review 12:9 100:7
189:18 192:18, 21
204:19
reviewed 13:12
155:4 163:24
reviews 194:10
Revised 131:3, 7, 8
RICHARD 4:4, 23
6:21 9:22 45:23
76:13

RICHARDS 3:3, 5
5:5 6:10 8:19 9:24
11:12 13:24 14:7, 14,
18, 19 15:2 19:24
21:8 22:25 23:9, 16,
22 24:3, 12, 17 25:12
26:6, 9, 13, 17, 20
27:6, 14, 17, 25 28:6,
7, 19, 25 29:11 30:4,
7, 13, 19 31:7, 11, 17
34:13, 21, 22, 25 35:6
36:25 37:6 44:2, 8
45:13 46:1, 16, 20, 23
47:9, 12, 14, 15 49:4,
8, 9, 11 54:6, 13, 18,
23 56:22 57:7, 11, 12,
16, 20, 23 58:4, 7
59:10 60:8 62:4
64:21 66:1, 3 67:6,
14 74:3, 6 75:3, 8, 15
76:14 77:1, 18 85:17
86:14, 24 87:10 88:8
89:8, 15, 20 90:6, 16,
18, 21 92:11 93:22
94:4, 8, 9, 14 95:9, 18,
23 96:4, 19 97:1, 10,
14, 16, 23 99:10, 13
102:6 103:3 104:10
105:4, 9, 16 107:13
110:2, 12, 20, 22, 25
116:19 117:5, 8, 15,
24 118:3, 18 119:1,
12, 13, 21, 24 120:8,
12 122:18, 21, 24
123:5, 8, 11, 17 124:2,
10, 23 125:2, 4 126:1
127:15, 16, 18 128:14
129:1, 15 130:9, 23
131:17 132:2, 4
133:17 135:6, 11, 14,
21, 23 144:10, 15
146:7, 11, 15 147:18,
22 153:4, 5, 11
156:14 157:3 158:25
161:1, 10, 11, 25
162:15, 24 163:14
164:4, 6 165:7, 14, 16
167:18, 25 168:4, 5,
10, 16, 22, 24 169:11,
22 170:12, 22 171:15,

22 172:4, 15, 19
179:4, 9 198:19
200:4 202:6 204:2,
16, 21
right 9:9 24:12
34:24 41:2 46:3, 20
47:24 48:16 55:22
57:19 58:3, 6 59:14
62:12 81:9 84:24
85:1 91:1 94:21, 23,
25 96:22 104:1
105:7 108:1 121:23
125:6 130:16, 17, 18
134:8 141:17 144:4,
21 146:25 147:10
154:18, 20 158:8, 20
160:20, 21 161:2, 11
169:13 174:11 194:3
197:5 201:18, 20
202:14 203:17 204:2,
6, 7, 10
right-hand 147:7
148:12 158:13
rights 122:6
rise 195:11
Robert 3:11 6:12
7:7 110:13
role 34:10 83:2, 9
152:16 153:21
162:21 197:23
roles 192:17
Roman 100:21
104:11, 24 106:9
ron@ronaldrichards.c
om 3:7
RONALD 3:3, 5
6:10 54:23 97:16
130:23
ronaldrichards.com
204:17
room 12:1, 2 154:5
Rosa 175:23, 25
ROTHSCHILD 3:9
6:13 57:24 83:15
rough 156:5
RPR 1:24 206:9
ruin 183:14
rule 11:5 94:16

rules 7:15 11:19
31:11 94:19 195:17
201:19
run 23:13 27:12
152:10
running 66:17, 21
196:14
runs 90:22

< S >
sale 56:14 102:10
118:15, 24 119:8, 18,
19 120:2, 19 121:6
122:10, 17 127:22
138:15 143:16 145:3,
11, 12, 17 146:18
148:14 154:17, 24
155:5 157:6 163:5
164:1 191:18 200:20
201:14
sales 56:20 146:1
147:4
samples 81:4
SANTA 1:3 3:18, 24
Sara 4:6 6:20
sara.johnston@dinsmo
re.com 4:9
Saturday 56:22
sausage 154:7
save 168:1 191:6
saw 62:12 141:22
156:23 181:22 182:4
188:25 190:4 195:6
saying 23:1, 18
31:22 76:16 80:10
91:1, 5 95:3 108:20
113:12 124:16 125:4
127:25 133:19 149:9
156:2 163:10 169:16
190:18 191:14 194:3
says 17:15 19:6
47:10, 14 48:15, 19
49:17 50:2 60:21
62:18 63:8 98:5
100:21 103:12, 18
104:2, 5, 11 105:1
106:21 108:3 109:1
112:22 113:7 116:3
118:9 121:19 126:1
131:7, 17 132:7

<p>145:2, 16 147:8 148:14, 16 150:7 154:23 158:14, 20 160:2, 6 165:24 168:19 169:11 171:22 172:7, 25 173:2 174:11 185:10 scam 49:20 scanned 189:12 190:6 192:1 scanning 190:9 scare 159:2 scenario 193:11 scheduling 69:7 school 115:12 scientific 140:2 scope 34:21, 23 35:4, 5, 6 45:14 46:1 54:10 75:20 79:2, 6 80:15 107:14 116:16, 20 117:6 119:3, 23 123:23 161:25 165:8 167:19 Scott 176:23 scratch 68:6 screen 13:2, 6, 10 17:4, 7 18:23 19:10 21:12 33:4, 12 35:12, 23 45:4 46:3, 14 47:22, 23 51:7 58:12 59:16 86:20, 22 121:14 130:20, 22 131:15 144:21, 24 154:15, 16 168:13 scroll 100:11 114:22 121:16 133:4 165:17 173:12 scrolling 114:19 173:13 se 83:16 search 65:20 searching 23:24 second 13:11 33:1 36:4 48:13 49:2 55:3 86:21 93:18 108:2 109:1 111:2, 3 112:22 113:23 118:6 130:19 133:1 144:22 154:20, 25 155:15</p>	<p>161:15 166:15 168:12 Secondly 78:25 seconds 27:12 117:21 Secretary 23:2 25:1 Section 100:5, 12, 16 103:9 106:13 107:17 114:11 116:5 145:16 157:18 see 13:5, 8 14:22 17:5, 6 19:1 21:11, 19, 21 22:14, 17 23:25 33:3, 14, 16 35:12, 22 36:4, 14 46:5, 12 47:1, 4, 7, 17, 23, 25 48:2, 4, 6, 8, 10, 21, 24 49:17 54:20, 21, 22, 23, 25 58:9, 11, 13, 16, 18 59:15 60:21, 22 61:3, 6 62:18, 20, 21 63:1, 3, 5, 8, 14 65:4 66:15 68:5 71:17, 18 87:7, 8 88:1, 3 97:20, 21 98:8 107:21, 22, 24 108:9, 12 115:14 117:18 121:18, 23, 25 130:21, 24 131:1, 2, 3, 16 132:7 144:25 145:4, 10, 13, 14, 16, 21, 22 146:17, 21, 22 147:7, 9, 13, 24 148:4, 6, 11, 15, 16, 18 153:18, 19 154:16, 18, 23 158:13 159:16, 23 160:6 161:13, 16 164:23 165:12, 24 172:14, 20 173:7 185:24 186:9 190:25 191:6 seeing 154:7, 8, 10 seeking 79:3 155:4 seen 24:24 63:6 125:15 158:1 segregating 110:14 select 79:4 sell 18:3, 8, 17 35:18 86:25 91:21 123:16 144:6, 11 148:17</p>	<p>170:3, 5 seller 81:7 selling 197:8 send 41:2 59:14, 16 69:6 78:17 102:21 115:16 132:3 191:9 204:17, 18 sends 203:4 senior 77:15 79:7 82:9, 23 84:9 91:21 sense 24:25 25:3 51:3 85:19 158:22 187:19 sent 24:18 56:22 57:17 60:8 102:22 189:12 sentence 111:21 112:21 166:17 168:25 separate 52:18, 23 102:11 separately 78:16 served 191:7 193:12 service 36:20 45:14 55:12 70:12 105:3 139:17 144:1 182:25 183:10, 11, 18 184:17 185:2, 4, 10, 12, 14 186:25 203:7, 16 services 18:11 41:5, 14 42:11, 18 43:7 50:8 53:14 56:6 57:6 58:1 60:2 70:18 82:12 106:14 129:19 139:23 180:4 183:16 202:14 203:20 servicing 73:20 84:2 180:8 185:25 203:15 serving 70:10 set 13:21 14:1, 13 31:18 68:2 75:1, 13 102:8 122:2 125:11 155:3 173:17 205:7, 25 sets 133:2 setting 156:18 settle 87:24 106:17 187:5 188:6 settled 151:24</p>	<p>settlement 87:2 105:18 106:1 113:9 115:4 121:19 145:1 161:7 163:18 170:19 177:15 seven 83:23 100:16 101:7, 25 103:12 104:5, 25 106:15 shape 158:5 share 13:2 17:4 32:18, 19 45:4 46:3 65:5 66:16 68:5 86:20 107:18, 23 108:5, 8, 21 109:7 112:12 113:4 114:14, 17 130:20 131:15 144:21 154:15 168:13 171:9 shared 13:6 shareholder 15:15 sharing 58:14 sheets 106:25 Shen 38:12, 19 39:21 79:23 S-h-e-n 38:19, 21 Shields 4:22 SHOHL 4:4 6:21 short 31:21 77:21 153:13 Shorthand 2:10 7:1 205:3 shot 123:3 173:10 show 24:6 49:16 148:7, 9 193:16, 18 showed 193:21 showing 13:10 49:10 54:3 173:9 194:4 side 194:15 sign 29:9 30:10 85:18, 22 87:20 101:24 148:3 150:6 155:14 162:18 203:11 signal 74:1 signature 87:16 88:1 97:20 100:17 101:25 103:13, 21 104:6 105:1 146:5, 21 147:2, 13 148:4, 5 signatures 97:22</p>
--	---	--	--

signed 28:12, 15 29:3 57:2 84:10 87:25 88:4 91:11, 15 96:16 97:21 101:6 102:11 106:4 107:2 109:25 111:5 114:6 117:1 119:25 121:4 146:17 147:24 151:11 155:25 162:11, 13, 19 170:3 171:6 190:3 202:15 203:20	169:13 173:15 174:3 197:14 200:22	sort 33:11, 18 110:12 137:15 175:13 178:3 183:15 186:21 188:8 189:22 191:17 196:22	spoken 64:3 122:19, 22 175:16, 21 179:15
signer 101:9	site 156:15	sorted 189:10	spot 185:13, 14
signing 29:15 163:11 164:16	sits 82:13	sought 76:25 155:20 159:25	spur 81:12
signs 139:17, 18 162:25 164:17 201:24 203:7	sitting 56:11 74:14 80:7 89:4 101:10 150:15 156:8 158:3, 17 166:23 195:20	sound 115:18 184:7	staff 35:21 36:23 37:10, 18, 25 38:3
similar 72:18, 19 81:3	situation 139:20, 21	sounds 7:18 104:8 130:16, 17 141:17	staffing 143:25 144:2
simple 80:11 120:5 201:17	six 37:9, 12 62:19 151:1 188:16	source 123:13 126:2 196:15	stages 139:15, 16
simply 77:19 169:18	six-month 150:20	sources 152:18	staggered 197:8
Simultaneously 136:12	sizable 156:2, 10 163:12	speak 12:8, 14, 21 48:4 55:12 118:1 155:24 172:22 201:12	Standard 6:4 51:14 52:4, 9, 23 56:7
single 182:20 187:8 198:6 201:10	size 142:6	speaking 31:15 35:4 49:12, 14 64:5 65:18 75:9 88:17 92:3, 5 110:20, 23 171:19 172:4	standby 192:10
sir 10:22 12:5 13:19 14:6 16:7 17:7 18:6 22:14 23:10 24:11 31:1, 4, 10, 15, 17 33:7 35:12 36:6, 16 38:14 41:20 45:6 47:25 50:17, 23 51:8, 20 53:10 56:3 58:11, 16 61:9, 23 62:11 63:1, 5, 14 66:17 67:9 72:6, 17 76:3 84:6, 21 87:6 90:10 93:2, 10, 19 101:6 103:18 106:10 108:9 109:12 111:19, 24 113:17 114:10 121:17 122:8 134:8 137:3 141:25 143:2 145:5 147:13 148:3, 18 152:23 154:16 155:24 162:11 165:23 166:13	skip 193:19	speaks 68:22 104:3 108:3 112:4, 17 117:12 133:9 155:23 165:15 174:11, 13	stands 100:3
	slew 61:19 183:5	specific 25:14 34:10, 17 52:20 53:1, 18 66:4 70:21 75:16 78:8 81:6 149:11 193:1 201:5	start 9:20, 22 39:10 68:6 70:25 108:25 111:4 188:6 190:24 192:5, 17 193:1 202:21
	slow 38:14	specifically 52:21 97:15 159:13 197:12	started 25:20 39:18 40:25 51:25 52:2 67:5, 20 68:8 134:13 142:1
	small 33:16 71:5 180:8	specified 75:21 166:17 167:10	starters 33:8
	smoothly 7:17	specify 156:6, 9	starting 67:2, 12 68:3
	so-called 113:4	speculate 156:6, 9	State 2:11 3:23 18:24 19:4 21:19 22:8, 21 23:2 24:2 25:1 42:20 43:14, 18 44:17 49:23 54:1 58:19 106:7 118:13 119:8 120:3 170:8 178:10 198:10 199:3, 8, 20, 21, 23 200:13, 20 204:12
	socialize 34:11	speculating 41:8, 18 42:2, 12 151:9	stated 48:4
	software 200:21, 23	speculation 54:8 119:2, 22 132:4 153:12 161:25	statement 53:19 116:3 136:9 139:24 168:5, 10
	sold 71:21 162:9 186:11	speed 190:16	statements 18:12, 13, 21 106:24
	solo 71:4	spell 37:21 38:8, 25 39:5	STATES 1:1 3:13 6:15 18:17 28:21 42:17 43:14 59:1 64:8, 14 66:13 69:21 94:18 147:10 154:9 182:4 199:1, 2
	Soloman 4:21	spend 103:1, 4	State's 22:17 23:13, 24
	somebody 11:18 12:1 48:8 49:14 58:5 64:24 68:4 69:8 82:15 115:16 128:19 133:15 152:23 162:25 171:4 180:5 181:17 194:15, 24	spiraling 187:9	
	somebody's 82:16	spoke 12:7, 12, 13, 16 96:10 123:20	
	soon 137:8		
	SOP 56:18		
	SOPs 51:17 52:18 53:1 56:12 129:20 201:5		
	SOP's 129:22		
	sorry 35:20 38:17 46:15 64:9 67:9 74:1 76:12 107:7 110:22 116:14 131:21 167:13 182:13		

stating 36:22 40:20
statistical 194:3
statistically 195:9
status 20:5 190:25
 192:9
stay 186:24
staying 152:17
STENOGRAPHER
 6:3 54:17 74:8
 172:5 204:22
Stenographic 2:9
 6:25 204:25 205:2
Stenographically 1:24
step 153:18 192:16
steps 153:19
stick 14:24
sticking 146:13
stipulate 30:14, 16
 31:22 58:25
stipulation 86:16, 17,
 23 87:1, 6, 11, 21
 88:10 89:6, 16, 24
 90:9, 13 91:15 92:3,
 22 93:2, 4, 11 96:8,
 16, 20 97:25 98:5
 100:5, 17 101:6, 9
 102:1, 17 103:11, 13,
 16, 20, 22 104:6
 105:1, 21 106:11, 22
 107:2, 17, 23 110:16
 113:8 114:6, 11
 115:24 116:18 117:2,
 7, 16, 25 118:4
 119:25 121:4, 8, 18
 122:5 125:12 145:1
 177:15
stipulations 31:1
stock 34:4
stop 49:19 58:14
 110:6 114:19, 24
 133:4 148:23 173:15,
 16
straw 170:24
Street 3:17, 23 4:7
 32:14, 15
strengths 154:11
strike 100:14 135:22
 186:4 189:8
structures 43:12

stuff 40:3 78:15
 140:7 150:23 202:17
stupid 115:18 196:11
stupidity 178:19
subject 29:18 43:17
 47:25 56:24 63:25
 75:1 76:24 77:4
 78:6 91:22 92:9
 103:16 109:23 131:3
 138:3 156:15 157:7
 170:9, 23 171:3
subjects 14:12
sublease 32:20, 21
submitted 170:5
Subparagraph 164:23
subpoena 13:5, 9, 12,
 22 14:13 74:16 75:2
 76:22 165:22
Subsections 166:9
subsequent 80:20
 81:17 157:15 171:9
substance 11:8 33:17
substantial 18:5, 9
 53:12 124:18 163:2
substantive 204:9
subtenant 71:9
subtract 171:18
sued 83:12 137:11
 186:17
sufficient 44:9
suggesting 11:13
suing 61:24 72:13,
 22 73:1
suit 60:18
Suite 3:18 4:7
suits 83:3
summarized 108:19
summary 105:2
 106:14
summons 192:18, 21
super 192:3
supervise 128:17, 18,
 21 134:22 143:24
 182:9
supervised 129:8
supplemental 57:1
support 18:16 35:17
 91:20 183:10
supporting 94:11
 170:5

supposed 50:10
 170:25
sure 11:5 12:6 16:6,
 23 18:22 21:17
 23:16 30:21 37:13
 39:4 42:6, 24 43:2,
 12, 15 49:3 51:23
 52:1 53:1 62:3
 63:24 69:13 80:10
 82:8 83:2 93:21
 99:25 100:2 102:14
 108:16 114:23 121:1,
 13 123:11 127:4, 7
 129:11 132:16 137:7,
 9 141:7 151:16
 155:16 167:1 178:11
 187:21 189:20 195:2
surprises 196:5
surrounding 180:13
swallow 50:14
swear 6:8
sworn 6:25 124:12,
 21 125:5 205:7
system 151:15, 23

< T >
tackle 191:18
tagged 189:17
tail 192:5
take 8:1 11:17, 18
 50:10 54:14 55:1, 3
 59:11 71:6 77:24
 85:4, 20 93:20 94:13,
 24 95:2, 5, 10 100:7
 108:14 133:3 148:20
 158:8 159:19 165:5
 182:18 186:6 191:15
 192:3, 4
taken 7:12 49:14
 83:21 86:6 112:9
 191:12 205:9
talk 50:1 94:1, 17,
 21 95:8 128:3
 168:23 195:25
talked 89:11, 25
talking 44:5 54:15
 56:3 77:19 86:7
 91:7 128:5 142:6
 144:4 168:15 180:2
 170:5

Tan 176:9
T-a-n 176:10
Tang 176:6
T-a-n-g 176:7
tank 197:24
target 44:6, 13
task 189:18
tasked 151:12
tasks 189:14
tax 43:11
Team 35:9, 15, 19, 23
 39:8 40:9 51:10
 52:22 82:24 83:23
 91:22 128:12 134:22
 138:2, 5, 9, 20 149:14
 154:10 183:5 189:17,
 18
technical 13:4 146:20
technological 33:11
telegraphing 120:15
telephonic 127:5
tell 8:6 28:15 39:25
 40:17 41:19 43:15
 45:14 54:5 76:10, 16
 78:7 84:18 85:17
 89:5 105:18, 24
 112:6 114:25 124:15,
 16 125:7 167:24
 173:15 174:9 196:1
 197:19 199:2 204:5
telling 12:13 40:1
 89:25 164:3 201:10
tens 120:20
tentacles 177:21
term 158:22 161:8
 163:7 164:18, 20
terms 16:18 26:10
 44:5, 11 51:6 68:12,
 21 84:20 92:2, 22
 93:4, 11, 14 96:7
 98:4 116:5 127:21
 129:3 132:18 140:3
 152:7 153:19 155:2
 157:6 163:4 183:24
test 192:19
testified 7:1 25:20
 51:13 68:8 70:8
 89:16 91:19 99:11
 120:1 126:9 129:21

149:2 152:8 158:21
167:22 182:22 201:4
testify 13:6 14:2
30:9, 20 41:12 45:24
55:17 59:24 60:3
62:5 75:6, 12, 22, 25
76:15 77:2, 4 78:5
79:11 95:21 102:14
112:1 150:22 152:19
163:25 169:15 170:6,
16, 25 171:1 183:3
186:3 187:19 189:9
testifying 17:20
19:15 30:21 59:20
67:4 68:9 78:19
105:11, 12, 13 123:25
125:3 177:10 186:13
testimony 9:12 11:9
12:15, 19, 24 13:13,
16, 17, 20 14:6, 13
16:8 19:17, 22, 24
21:5 26:1 29:6
40:13, 22 45:22
49:15 61:23 62:1
66:4 67:7, 11, 14, 16,
19 69:11 74:13, 16
76:3, 25 79:2 80:9,
17 81:19 84:1, 9, 15
92:13, 16 96:6
124:12, 21 125:5
133:18 152:12, 14
156:10 159:1 168:3
171:3 173:1 174:14
204:9 205:10
text 10:23 33:9
173:10
texts 11:14 133:2
Thank 13:1 28:25
29:1 54:17 55:5
57:19 62:24 80:6
84:25 98:2 115:22
126:8 144:13 146:15
152:15 165:16 168:3
174:18 198:20
203:25 204:1, 2, 20,
21
thankfully 84:4
Thanks 123:6
theoretically 93:8
thereon 63:17

thereto 52:6 56:1
122:5
thing 9:1 24:17
102:13 103:24 106:8
109:1, 20 110:6
115:10 132:16, 24
167:13
things 8:24 42:25
52:2 60:3 61:19
68:22 71:5, 6 76:15
78:20 83:5 102:17
105:24 115:20
124:16 133:19
134:25 137:16, 17
150:19, 20 151:24
153:21, 22 154:11
170:14, 19 172:25
189:13 190:21
think 10:19, 20
12:11 19:21 23:3
24:22 30:8, 18 33:24
34:18 36:3, 10 37:2
38:16 39:3, 6 40:23
44:8 59:6, 8 60:7
64:2, 7, 13 65:1, 3
77:18 81:8 82:7
86:23 87:7 88:15
89:17 90:11 93:6, 16,
19 96:9, 10, 11 98:19
99:6 103:1 105:20
110:25 117:12, 17
118:17 120:18, 23
127:24, 25 128:4
129:11 132:2 136:13,
23 137:16 139:3, 6
140:5, 23 146:8
148:21 149:24
155:17 156:24
161:21 173:16, 25
174:10 175:3, 13
176:1, 17, 20 177:20
178:19 183:9 186:16
194:11 195:11
196:13 197:1, 7
198:11, 19 199:19
202:6 203:6, 24
thinking 137:21
third 102:13, 19, 24
154:21
Thomas 176:21

thought 14:21 70:7
136:25 137:22, 24
157:19
thousands 55:11, 21,
23 120:20 194:17
195:9
three 35:20 36:1, 23
43:14 55:10 56:23
57:22, 24 91:23
133:21 134:1 137:16
187:24 188:1
three-hour 171:19
throw 170:24 185:23
196:1
tie 79:5
tied 159:11 190:22
tight-lipped 201:13
time 6:4 8:9, 15
9:14, 20 15:4 16:1, 9,
10, 18, 20 17:5 22:10
24:23 26:7 36:3, 10
39:13, 18 40:2 43:16
51:19 63:21 66:10,
18, 22 67:23 69:16,
25 70:5 71:8 78:22,
23, 24 81:7 83:1
85:1, 12, 14, 19 86:18
90:25 93:19 95:17
96:3, 20 103:1, 4
112:8 113:3 117:17
118:2, 10 121:4
125:5 130:14 133:3
134:14 135:3, 4
137:15 146:7 149:18,
20 150:8, 13 151:14
165:5, 19 171:15
179:3 181:5 182:6
193:5 204:13, 23
timeline 68:12, 20
timely 107:3
times 70:22 85:5
97:2 161:24 183:13
today 6:6 9:11 11:7
12:5, 24 13:7, 13
19:15 21:5 26:1
41:12 56:11 59:21,
24 74:14 76:3 80:7
84:12 89:4 101:9, 10
102:14 110:24 111:7
144:4 150:15, 22

151:2 152:19 156:2,
8 158:3, 17 166:23
169:16 175:16, 21
186:1, 13 195:20
today's 12:7, 17
45:25 132:13 171:3
told 40:15 45:11
62:5 77:21 78:9, 13
80:14 123:20 158:25
159:5 179:5 181:6
190:5 196:8
Tony 63:20 64:3
66:5 80:18 81:11, 18
100:23 104:18 116:8
125:10 175:16 177:8,
22 179:10, 14, 19
181:2, 7, 17, 22 182:5
196:3
top 60:20, 22 148:14
topic 132:13
total 50:14 154:23
155:5
totaling 167:4
totals 161:17
tough 71:3
touted 106:12
track 40:2
Trade 44:25 45:1
training 197:16, 20
transaction 9:17
76:19 78:3, 8 79:12
124:13, 18 125:24
129:24 151:8 156:3,
10 163:2, 12 175:1
197:13 201:21
transactional 196:23
transactions 77:9, 13
164:12
transcript 8:3
transfer 73:4, 13
116:11
transferees 71:16
transferred 61:10, 17
71:15, 21 72:9
125:16 126:6 203:10
transferring 202:3
transfers 63:15
73:18, 19
transmission 57:8
transpiring 189:15

triage 153:15, 25 190:21 trick 76:20 triggered 189:14 triggers 103:24 Trinh 176:15, 18 T-r-i-n-h 176:16, 19 trivial 184:8 true 106:8 114:10 162:7 194:2 205:9 Trust 194:12, 13 TRUSTEE 3:13 4:4 6:15, 16, 21 18:3, 4, 8, 13 45:16, 20 52:9, 11 53:7, 22 54:3, 8 56:13 57:4, 25 59:25 60:4, 16, 18 61:9, 14, 15, 24 63:2, 16, 19 71:14, 19, 24 72:2, 7, 12 73:1, 6, 12 89:22 93:5 97:8 100:18, 25 101:4, 11, 14, 17 102:7, 13, 19, 23 104:13, 16, 20, 22 105:6 106:12, 16, 20, 23 107:5, 12 108:21 109:8, 17, 18 110:3 113:9 115:4, 6, 8, 25 116:6, 13, 17 118:14, 23 119:17 121:5, 9 122:11, 23 126:25 127:3, 9, 12 128:8, 13 129:8, 23 133:22 134:4, 5, 6, 11, 17 136:2 137:11, 25 144:11, 16 145:2, 23 154:17 155:20 157:5 158:15 159:25 161:8, 20 162:19 163:19 164:1, 7, 10 167:11, 19 168:11 169:6 172:11 177:5 181:22 182:3, 4 194:14 199:1 202:3 203:4 trustees 87:3 117:7 trustee's 18:16 53:11 75:14 86:7 114:16 121:20 122:3 125:15 127:12 128:8, 14 129:9 130:9 131:21	136:15 137:18, 20 144:18 148:17 189:4 200:20 truthful 97:12 truthfully 76:18 try 17:4 24:20 25:4 100:14 136:25 170:24 187:5, 8 193:7, 9 trying 14:20 23:16 31:21 46:4 49:6 53:2, 10 54:2 69:20 76:20 77:11 89:21 103:5 125:7 127:24 148:7 150:22 151:25 168:1 173:3 185:11 187:12, 18 199:21 turn 179:2, 5 203:22 turned 83:19 129:19 tweaked 51:18 two 36:12 37:10, 18 51:3 55:10, 22 68:13 85:5 86:12 91:20 97:11, 14 99:5, 8 102:6, 12, 22 136:20 142:7 153:19 163:24 164:14 167:4 171:15 179:1 187:21 188:3, 9 194:17 197:3 199:5 type 167:16 169:20 178:16 202:25 types 153:20 183:3 typical 69:9 99:1 Typically 8:11 16:2 30:23 98:21 184:10 189:9 < U > U.S 194:14 uh-huh 7:22 ultimately 93:12 170:13 umbrella 129:3 153:1 unable 41:12, 22 42:13 43:3 unaware 72:14 unclear 110:2	uncovered 170:19 185:21 underneath 129:2 understand 7:10 8:5 9:25 11:1, 4, 6, 10 15:25 16:6 21:3 23:17 44:12 49:6 53:10 54:2 59:6, 7 61:12, 13, 15 72:7, 12 85:2 86:3 94:3 98:14 107:15 108:24 110:16 111:3, 5, 7, 9, 12, 20 115:13, 19 121:16 149:17 157:8 163:22 173:5 174:10 187:13, 18 understanding 61:18 66:12 93:24 97:5 98:11 111:13 116:2, 16, 24 117:6 118:19 121:3 122:9 138:13 153:15 155:11 162:2 166:13 180:24, 25 181:13 193:22 understood 8:7 62:7 66:10 67:11 98:2 115:22 116:15 142:12 166:1 unfair 110:11 unintelligible 30:6 153:12 UNITED 1:1 3:13 6:15 182:4 199:1 unopened 190:16, 20 191:24 193:8 unreasonable 81:3, 8 unrelated 133:17 unrepresented 83:16 120:22 UNSECURED 3:9 unsigned 147:19 unusual 11:21 unwilling 89:4 uploaded 189:13 190:5, 14, 21 192:2 uploading 190:9 upper 158:13 upset 31:23 185:16 upside 83:19	use 60:9 148:22 149:25 165:19 187:21 202:6 uses 127:20 200:20 usually 24:7 utilized 28:10 52:13 53:6 125:22 < V > V2 60:10 vacating 193:16 vacation 178:11 vague 30:5 66:3 104:20 111:23 112:18 153:11 VALIDATION 3:21 6:18 valuation 82:1 167:16 169:5, 6, 19, 20 171:8 172:10, 12 174:19, 24 175:2 value 108:5 112:10 167:14, 22 168:20 169:3, 16, 24 171:25 172:7 174:22 valued 167:20 170:8 various 64:8, 14 66:13 71:15 100:6 113:15 139:15, 16 164:24 192:11 196:25 verbal 7:22 verify 23:22 24:10 version 59:16 versus 16:21 27:18 30:11 vetting 9:16 vi 106:9 video 148:24 videoconference 2:1 205:12 videoconferencing 127:6 view 135:16 153:14, 25 178:2 violating 93:17 violation 43:19 violations 43:24 44:14
--	--	---	--

Virtually 1:16 2:1
vis-à-vis 191:6
visited 33:19 46:8
190:1, 2
voice 31:8, 13
voluntarily 8:20
voluntary 9:18
volunteered 197:21
volunteering 124:6

< W >
W-2 27:2, 18, 19
wages 83:20
wait 7:25 50:12
171:11
waive 93:9 96:2
170:18 204:7, 14
waiving 9:9
Wall 32:14, 15
want 9:23 12:20
24:17 27:11 30:19
34:15, 25 35:4 36:4
37:4 41:16 43:4
49:19 50:21 57:16
65:22 85:15 87:15
93:20 94:1, 7, 12, 24
95:2, 5, 18 100:7
102:19 103:4 105:23
112:1 120:6 121:12
126:14 128:4 133:8
135:14 144:22
156:20 165:11
180:16 185:10, 23
187:21 197:11
201:18 202:10
203:19 204:18
wanted 64:7 108:11
wants 120:17 164:15
179:6
warrant 195:13, 16
waste 96:3
watermark 147:2, 3
way 8:3 16:25 17:1
27:14 59:8, 9, 23
69:19 80:13 81:4
93:23 100:15 109:11
113:17 115:13
118:20 134:24 135:2
137:17, 21 138:1
158:5, 11 159:19

164:7 166:24 181:18
191:14 205:18
ways 189:19
weaknesses 154:11
Webber 92:2
Weber 32:4 75:24
80:4 88:13, 14 89:2,
5, 12, 17, 18 90:1, 9
92:8, 17, 21 93:3, 13
95:22 96:7, 10 110:1
134:21 138:2, 6, 9
143:24 182:12, 13
Weber's 35:10
website 23:24 32:24
33:3, 9, 20, 23 34:3,
15, 18, 19 35:1 46:9
48:9 50:18, 21, 24
51:9 58:19, 23
141:24 201:10
websites 192:8 194:9
week 50:4, 13
weekly/monthly
197:10
welcome 54:18
well 8:2 9:17 11:4
12:16 14:19 19:9, 18
22:4 26:3, 6 33:8, 16
36:21, 25 40:20
44:11 45:6 50:1, 23
51:22 52:17, 25
53:20 61:21 65:13
66:17 75:19 84:4
88:20 89:7 90:11
92:24 96:23 98:15
105:12 108:23
110:12 120:8 122:13,
18 123:23 127:8, 18
128:19 132:2, 15
133:8 134:5 135:22
143:10 151:1 154:14,
21 155:24 156:14
157:2 160:13 162:24
170:12 171:2 175:12
181:9 201:24
well-prepared 9:21
well-resourced 83:12
went 8:21 75:5
118:4, 7 121:9 139:3,
6 190:1 200:17

we're 9:16 11:12
15:2 23:3 27:25
28:3 46:16 55:9
62:1 77:18 78:13
83:6, 7 84:19 103:5
105:25 117:23
142:10 146:12, 20
147:11 148:13 150:1
153:20 156:15 159:1
163:8 171:19 188:6
194:4 197:7 199:20
Wes 176:21
we've 9:5 12:18
14:2 54:13 84:18
102:12, 20, 22 110:9
189:5
whatsoever 94:22
177:9 180:1 182:21
198:6
wheel 66:15
WHEREOF 205:25
wife 11:14
wild 183:14
wildest 83:14
willing 66:16 194:18,
22
window 133:2 202:9
wires 160:5
withdraw 50:11
withdrawing 26:17,
19 49:19
withheld 109:18
125:11
withhold 109:2, 13,
19 189:3
withholding 114:12
witness 6:8 9:2
19:25 24:13 25:18
27:11 29:17 31:2, 10
34:14, 18 35:2 37:14
45:21, 24 49:16
52:17 55:4, 7 57:17
62:4, 7 66:2 76:14,
17, 21, 25 77:8, 12
78:2, 18 79:1, 4, 7
85:5, 15 103:5
105:10, 14 110:24
117:19 118:1 119:25
120:5, 16, 18 123:3, 7
124:1, 7 125:6, 8

147:24, 25 148:23
153:13 156:17, 23
159:13 162:4 164:13
165:17 171:11 172:3,
17, 20 200:10 204:1,
6, 10, 15 205:4, 6, 10,
25
witnesses 77:4
witness's 123:23
Wonderful 172:24
wondering 24:5
word 89:23 107:21
126:14 130:1 142:5
162:17 174:9 195:8
201:12
words 33:18 148:1
167:22 169:9 196:12
work 15:24 16:5, 12,
13, 14, 16, 21 17:21
22:10, 11 27:9 28:7,
22, 24 34:6 36:13
37:11 67:2, 12, 23
70:23, 24 78:17
80:14, 15 81:3 82:17,
18 109:14 111:17
115:12 126:13
152:16 153:20
154:14 178:14 186:6
worked 16:19 67:1
worker 152:9
working 25:20 39:10
68:8 73:21 82:11
84:18 88:5 92:5
179:11 181:6 184:18
188:6, 25 189:1
192:5 199:19, 21
work-product 14:15
29:13 75:4 86:15
90:15 119:2, 23
123:18 135:8 159:3
work-project 31:6
works 17:5 115:13
118:2, 20 187:19
worst 183:13 193:11
writing 132:8 169:1,
12 171:23
written 132:1 173:21
174:23, 24 175:2, 5, 7,
10

wrongly 45:15

< Y >

yeah 7:22 18:22

25:3 39:20 48:14

49:1 73:10 88:3

100:8, 10 121:15

127:7 131:2 133:1

134:1 148:23 149:5,

6 150:14 151:4

155:16 171:13

178:11 181:25

194:11 198:4, 22

201:17

year 19:8 27:3

28:10 42:22 60:16

70:23 71:11 139:11

153:9, 25 195:7

years 16:8 116:8, 25

198:2

yelling 31:14

York 3:12 10:4

28:22, 23 53:25

58:19 90:21 180:12

196:19 198:10 199:4,

18, 22 200:2, 10

York's 18:24

< Z >

Zoom 2:1 87:8

100:8 108:15 132:23

145:14 172:2 173:9

WORD LIST

< \$ >	15 (8)	40 (18)	< A >
\$1 (5)	15,000 (1)	40507 (1)	a.m (10)
\$17 (1)	15:56 (1)	411 (1)	A.P.C (1)
\$175 (2)	16 (1)	42 (2)	ABA (1)
\$240 (1)	17 (4)	45 (2)	ability (4)
\$240.61 (1)	179 (1)	45th (1)	able (17)
\$3.3 (5)	17th (1)	< 5 >	absolutely (10)
\$42 (22)	18 (18)	5 (1)	absorb (1)
\$50 (3)	19 (3)	5,000 (5)	accept (1)
\$58 (1)	198 (1)	50 (1)	acceptable (2)
\$6.8 (1)	19th (1)	50/50 (2)	accepted (1)
\$7 (1)	< 2 >	< 6 >	account (10)
\$8 (12)	2 (17)	6 (9)	accounting (8)
\$9.2 (1)	2,000 (4)	6/15 (2)	accounts (3)
< 1 >	20 (9)	6/25 (1)	accurate (11)
1 (7)	20,000 (2)	67 (3)	acknowledgement (1)
1,000 (1)	2002 (1)	69 (1)	acquire (7)
1.10 (1)	2022 (17)	< 7 >	acquired (28)
1.3 (9)	2023 (52)	7 (5)	acquiring (5)
1.3(ii) (1)	206 (1)	7:04 (3)	acquisition (34)
1.4 (1)	21 (1)	714.338.3400 (1)	acquisitions (13)
1.6 (1)	212 (1)	7160 (1)	act (4)
1.8 (3)	212.878.7900 (1)	7220 (1)	action (8)
10 (20)	22 (1)	< 8 >	actions (1)
10,000 (6)	22,000 (8)	8 (2)	active (7)
10.1 (1)	229 (1)	8:05 (1)	actively (6)
10:04 (1)	23 (1)	8:13 (1)	actors (1)
10:48 (2)	24 (1)	8:23-bk-10571-SC (1)	acts (4)
100 (6)	25 (9)	8:53 (1)	actual (12)
101 (1)	250 (1)	80 (1)	add (2)
10178 (1)	255 (2)	80/20 (2)	adding (1)
1099's (4)	25th (2)	805.564.2444 (1)	addition (3)
11 (8)	274 (2)	831 (1)	additional (7)
11:10 (2)	279 (1)	859.425.1021 (1)	address (7)
11:31 (1)	289 (1)	< 9 >	addressed (2)
11:36 (1)	29 (1)	9 (1)	adjustments (1)
11:52 (1)	2A (1)	90 (1)	administrative (1)
11480 (1)	< 3 >	900 (1)	admissible (1)
11973 (4)	3 (5)	900,000 (1)	admitted (7)
12 (7)	30 (4)	90213 (1)	advance (1)
12,000 (30)	31 (1)	90-day (2)	advanced (1)
12,546 (2)	310.56.1001 (1)	92701-8000 (1)	advantageous (1)
12:45 (4)	35,000 (3)	93101-3227 (1)	adversarial (1)
12:56 (2)	3rd (1)	940 (2)	adversary (3)
13 (4)	< 4 >		advice (6)
13th (1)	4 (2)		advise (2)
			affect (1)
			Affiliate (9)

affiliated (2)	APA (5)	assumed (11)	believe (20)
affiliates (2)	apart (2)	assumes (5)	believed (1)
affiliation (1)	apologize (1)	assuming (3)	believes (1)
affirmative (1)	appear (4)	attached (7)	Ben (4)
afford (3)	appearance (4)	attaching (1)	beneath (1)
afield (2)	appearances (1)	attention (6)	benefit (1)
afternoon (3)	applicable (3)	attesting (1)	best (7)
agent (7)	appointed (1)	attorney (37)	Better (21)
ago (20)	appraisal (7)	attorney-client (19)	Beverly (1)
agree (11)	appreciate (4)	attorneys (38)	Bianca (1)
agreed (7)	approach (2)	attributable (1)	bid (2)
agreeing (3)	approaching (1)	attribute (1)	big (3)
agreement (49)	appropriate (3)	audio (1)	bigger (2)
agreements (1)	approval (7)	authority (8)	binding (2)
agrees (1)	approvals (1)	authorization (1)	bio (1)
ahead (6)	approved (11)	authorized (1)	birds-eye (2)
Akers (1)	approves (1)	available (1)	birth (1)
A-k-e-r-s (1)	approving (2)	Avenue (1)	bit (5)
Albert (5)	approximate (9)	average (1)	blank (1)
alerted (2)	approximated (2)	avoidance (1)	block (2)
allegation (8)	approximately (32)	aware (29)	blood (1)
allegations (5)	approximation (2)		board (3)
alleged (5)	area (3)	< B >	boots (1)
alleges (5)	areas (3)	back (29)	B-o-r-e (1)
alleging (5)	argued (1)	backdrop (2)	Borelli (5)
allocate (1)	argumentative (3)	background (3)	B-o-r-e-l-l-i (1)
allocated (1)	arguments (1)	badgering (1)	borrower (1)
allow (2)	arms (1)	balance (1)	bottom (5)
allowed (4)	arrangements (2)	ball (3)	bought (1)
alter (4)	arrival (1)	band (1)	bound (1)
amazing (1)	arrived (2)	bandwidth (1)	Box (1)
ambiguous (4)	Aryeh (1)	bank (5)	branch (2)
amended (10)	aside (3)	banking (1)	breach (1)
amendments (1)	asked (33)	BANKRUPTCY (12)	break (19)
American (1)	asking (49)	Bar (4)	breakdown (1)
amount (13)	asks (1)	Barbara (1)	breaking (2)
amounts (6)	assert (1)	base (4)	briefs (1)
amplify (1)	asserted (1)	based (21)	bring (4)
ANA (2)	assertion (2)	Basically (2)	brings (3)
analyzed (1)	assertions (2)	basis (16)	broad (5)
annoying (1)	asset (18)	bathroom (1)	Broadway (3)
answer (128)	assets (39)	BBB (2)	broke (2)
answered (8)	assigned (1)	Bear (13)	broker's (1)
answering (2)	assignment (1)	becoming (1)	Brooklyn (2)
answers (3)	Assistant (2)	bee (1)	brought (3)
anticipate (3)	associate (1)	began (1)	bucket (3)
anybody (22)	ASSOCIATES (3)	beginning (1)	bunch (2)
anymore (1)	Association (1)	BEHALF (35)	burden (1)
anyway (1)	assume (4)	belief (3)	Bureau (16)

Bureau's (2)	certify (3)	collection (1)	confer (1)
business (54)	chance (1)	collectively (1)	conference (6)
busy (3)	changed (3)	combat (1)	confident (2)
buy (2)	changes (4)	come (17)	confidential (2)
buyer (10)	Chapter (4)	comes (1)	confused (4)
Buyer's (4)	characterization (4)	comfortable (1)	confusing (1)
buying (1)	charge (4)	comforted (1)	Conjecture (1)
buzz (1)	checking (1)	coming (12)	connect (1)
< C >	Chhor (1)	commenced (2)	connected (2)
calculated (2)	C-h-h-o-r (1)	commencement (1)	connection (5)
calendar (8)	chief (3)	commencing (1)	consent (2)
CALIFORNIA (9)	Chirstopher (1)	comment (5)	consequences (2)
call (30)	choose (2)	comments (2)	consider (2)
call-drop (2)	chose (2)	Commission (2)	consideration (4)
called (11)	Christopher (1)	commit (4)	considered (2)
calling (1)	circuit (1)	COMMITTEE (19)	consistent (1)
calls (23)	circumstances (1)	common (3)	constant (1)
Campbell (5)	City (1)	communicate (3)	constitutional (1)
capacity (11)	civil (1)	communicated (2)	constructed (1)
capital (6)	civility (1)	communicating (1)	consult (4)
capitalization (1)	claim (1)	communication (3)	consultation (2)
capitalize (1)	claims (8)	communications (9)	CONSUMER (149)
CAPPELLO (1)	clarification (2)	company (34)	consumerlegalgroup.co
caption (3)	clarify (6)	competency (1)	m (1)
Cara (5)	class (1)	competently (2)	consumers (3)
care (7)	classify (1)	complainant (1)	consumer's (1)
careful (1)	clause (7)	complains (1)	cont (1)
carefully (1)	clean (1)	complaint (54)	contact (6)
Carolina (1)	clear (7)	complaints (25)	contacted (3)
Case (17)	clearly (5)	completely (1)	contacts (1)
caseload (2)	CLG (252)	complex (1)	contains (2)
cases (2)	CLG's (38)	compliance (8)	contemplated (1)
cash (3)	click (2)	compliant (7)	contemplating (2)
catastrophic (2)	clicked (2)	comply (1)	contemplation (1)
catching (1)	client (56)	compound (2)	contended (1)
categories (8)	clients (65)	compounded (1)	contending (2)
category (2)	client's (4)	compromise (2)	contends (2)
causes (1)	close (4)	conceal (2)	content (3)
caution (1)	closed (6)	conceded (2)	contention (1)
caveats (1)	closer (2)	conceived (4)	context (3)
Celentino (1)	closing (3)	concern (4)	continue (6)
Center (1)	Club (1)	concerning (44)	continued (1)
CENTRAL (3)	co-defendants (1)	concerns (1)	continues (2)
certain (23)	Cohen (1)	conclude (2)	contract (3)
certainly (16)	Cohens (1)	conclusion (6)	contractors (2)
certainty (1)	coincidence (4)	condition (1)	contracts (2)
certificate (5)	cold (1)	conditions (8)	control (2)
Certified (3)	colleagues (1)	conduct (1)	conversation (9)
	collected (2)	Conducted (5)	conversations (14)

Conversely (1)	daily (1)	delivered (1)	discussed (5)
cooperate (2)	damage (1)	dense (3)	discussing (1)
cooperation (1)	Dan (1)	Department (10)	discussions (6)
coordinate (3)	Daniel (1)	depends (1)	dispatch (1)
copies (1)	Danitza (6)	depicted (1)	dispute (2)
copy (1)	D-a-n-i-t-z-a (1)	depo (1)	disputing (1)
corner (3)	Danny (1)	DEPONENT (4)	disregard (1)
corporate (9)	date (20)	deposed (2)	distinction (1)
Corporation (14)	dated (3)	deposit (14)	distinguishing (1)
Corporations (2)	dates (3)	Deposition (47)	DISTRICT (3)
corporation's (2)	David (2)	depositions (1)	DIVISION (3)
correct (105)	day (21)	deposits (2)	document (45)
correctly (6)	days (19)	derived (1)	documentation (2)
correspond (1)	day-to-day (1)	described (2)	documents (22)
counsel (92)	dcousineau@cappellon	DESCRIPTION (1)	Doe (2)
counsels (1)	oel.com (1)	designate (2)	doing (11)
counties (1)	de (2)	designated (22)	dollar (1)
counting (1)	dead (1)	designating (1)	dollars (3)
couple (11)	deal (12)	despite (1)	door (1)
coupled (1)	dealing (1)	detailed (1)	doubled (5)
course (6)	dealings (2)	determine (1)	doubling (7)
COURT (45)	deals (1)	determined (1)	downloaded (1)
courthouses (1)	dealt (4)	development (1)	draft (5)
courts (3)	DEBT (23)	devoted (1)	drafted (2)
Cousineau (4)	Debtor (13)	Diab (40)	drafting (1)
cover (4)	debtor's (31)	Diab's (2)	dragged (1)
covered (2)	debts (7)	died (1)	dreams (1)
covering (1)	decide (1)	difference (9)	driver's (1)
cracks (2)	decision (2)	different (13)	drives (1)
create (3)	declaration (23)	differentiate (1)	drop (6)
created (2)	declarations (5)	difficulties (1)	dropping (2)
creating (1)	decrease (1)	diligence (4)	due (5)
credibility (1)	deduction (1)	DINSMORE (3)	duly (2)
creditor (1)	default (6)	DIP (4)	dump (1)
CREDITORS (8)	defendant (1)	direct (1)	duties (4)
critical (1)	defendants (3)	directed (1)	duty (4)
cross (2)	defending (2)	direction (10)	dwindle (1)
crunch (3)	defense (3)	directly (8)	
CSR (3)	defenses (2)	director (4)	< E >
culminated (3)	deficiency (1)	directors (4)	Eadie (1)
cumbersome (1)	define (1)	disagree (4)	E-a-d-i-e (1)
current (9)	defined (6)	discharged (1)	earlier (12)
currently (1)	Definitely (1)	discharges (1)	early (10)
customer (24)	definition (1)	disclose (2)	earned (6)
customers (3)	delay (1)	disclosed (6)	Eastern (4)
cut (3)	delayed (3)	disclosing (1)	easy (1)
	deliver (1)	disclosure (1)	edited (1)
< D >	deliverable (3)	discovery (2)	effect (3)
d/b/a (2)	deliverables (3)	discuss (5)	effectively (2)

efficient (1)	establish (4)	faces (1)	finish (3)
efficiently (1)	established (1)	facing (2)	fire (3)
efforts (2)	estate (14)	fact (14)	fireballs (5)
EGLIDELY (1)	estimate (4)	facto (1)	fires (1)
ego (3)	estimates (2)	factor (1)	firm (25)
egos (1)	ethical (3)	facts (4)	firms (2)
eight (5)	ethically (1)	factually (2)	first (28)
either (4)	ethics (2)	fair (14)	fits (1)
Elgidely (197)	evasive (1)	faith (4)	five (9)
elicit (1)	event (1)	fall (1)	five-minute (3)
elicited (2)	events (1)	falling (2)	flies (1)
email (16)	everybody (5)	falls (1)	floating (1)
emails (8)	evidence (9)	false (1)	Floor (7)
emergency (4)	evidenced (1)	familiar (9)	flux (1)
employed (12)	exact (17)	familiarize (1)	focus (1)
employee (2)	exactly (3)	family (1)	folk (1)
employees (12)	Examination (7)	far (4)	follow (3)
employer (4)	examined (1)	favor (2)	followed (3)
employment (1)	example (4)	favorable (1)	following (5)
employs (2)	exceptionally (1)	February (1)	follows (2)
encompass (1)	exchange (1)	Federal (6)	font (1)
ends (1)	exchanges (1)	fee (25)	foolish (1)
Eng (1)	excluding (2)	feel (8)	forbid (1)
E-n-g (1)	Excuse (4)	Fees (4)	forces (1)
engaged (4)	executed (1)	Feig (1)	foregoing (1)
engagement (1)	execution (1)	felt (2)	form (6)
engages (1)	executive (5)	female (1)	formal (4)
enrolled (3)	executory (2)	fiduciary (2)	formally (3)
ensure (1)	EXHIBIT (11)	field (1)	formation (1)
entered (2)	existing (1)	Fight (1)	forth (11)
entering (1)	exists (1)	fighting (2)	forward (3)
entire (6)	expect (1)	figure (3)	Foster (5)
entirely (3)	experience (11)	figures (1)	found (1)
entirety (1)	expert (3)	file (16)	foundation (3)
entities (6)	explain (5)	filed (50)	four (12)
entitled (2)	explained (1)	files (125)	Fourth (1)
Entity (12)	explaining (3)	Filing (5)	FOX (4)
entries (1)	explanation (2)	filings (1)	framework (3)
entry (2)	explanations (2)	fill (3)	frank (1)
equal (2)	explore (3)	final (4)	Frankly (1)
equipment (1)	expressly (1)	finally (1)	fraternize (1)
equivalent (2)	extension (6)	Financial (13)	fraudulent (3)
errors (1)	extent (11)	financially (1)	fraudulently (4)
escalate (1)	extremely (1)	financing (6)	free (2)
escalated (1)	eye (1)	find (7)	frequently (1)
escrow (3)	eyes (3)	finding (2)	fresh (1)
escrows (1)		finds (1)	Friday (1)
Esq (5)	< F >	fine (5)	friend (1)
essentially (2)	face (1)	fingers (1)	friendly (1)

front (4)	Groups (5)	highest (3)	implemented (4)
frozen (1)	grow (2)	highlight (4)	implicates (1)
full (10)	guess (6)	highlighted (8)	implying (1)
full-time (9)	guidelines (1)	highlighting (1)	important (8)
full-undivided (1)	gunner (1)	highly (1)	impressions (1)
fun (1)	guy (2)	Hills (1)	improper (2)
FUND (6)	guys (1)	hire (2)	inactive (1)
funding (3)	< H >	hired (6)	inadvertent (1)
fundings (1)	hac'd (1)	historically (1)	inappropriate (1)
funds (10)	half (5)	history (11)	inbox (2)
further (10)	Hamowi (3)	hit (1)	inclination (1)
furtherance (1)	H-a-m-o-w-i (2)	Hold (12)	include (2)
future (4)	Han (1)	Holdco (13)	included (2)
< G >	hand (1)	home (1)	includes (1)
game (2)	handful (1)	homes (1)	including (2)
garbage (1)	hand-holding (1)	honestly (1)	incoming (1)
garnished (1)	handle (4)	honor (2)	incorporate (3)
garnishment (2)	handled (6)	honorably (1)	incorporated (6)
gatekeeping (2)	handles (1)	Hook (2)	incorporates (1)
general (10)	handling (5)	hope (2)	incorporating (4)
generally (4)	hands (2)	Hopefully (2)	incorrect (2)
generated (4)	hanging (1)	hoping (1)	independence (1)
generic (1)	happen (4)	host (1)	independent (4)
getting (11)	happening (1)	hour (4)	independently (1)
Ghio (4)	happens (1)	hours (3)	indicated (9)
give (40)	happy (6)	house (3)	indigent (1)
given (10)	hard (1)	houses (1)	indirectly (1)
giving (4)	harmonized (1)	huge (2)	individual (16)
GLG (1)	harmonizing (1)	humanly (1)	individuals (12)
go (46)	hat (1)	hundreds (1)	industrial (1)
goal (1)	HCH (1)	hypothetical (3)	industry (7)
God (1)	head (1)	hypothetically (2)	influence (1)
goes (8)	heading (1)	hypotheticals (1)	influenced (1)
going (139)	hear (8)	< I >	influencer (1)
Good (14)	heard (3)	idea (11)	informally (1)
Google (1)	hearing (4)	identifiable (1)	Information (37)
gotten (3)	heart (1)	identification (4)	informational (1)
granted (1)	heavily (5)	identified (2)	informed (2)
grateful (1)	height (1)	identify (2)	inhibit (1)
Great (5)	held (1)	identifying (2)	Initial (14)
greater (2)	help (6)	ignoring (1)	Initially (7)
Greenspoon (4)	helpful (2)	ii (1)	initiate (2)
G-r-o-s-e (1)	helping (1)	iii (1)	inquire (1)
Gross (5)	hereinbefore (1)	illogical (1)	inquiries (2)
G-r-o-s-s (2)	hereunto (1)	images (1)	insert (1)
ground (2)	hey (5)	imagine (3)	inspect (1)
grounds (1)	hide (1)	immediately (8)	inspection (2)
GROUP (115)	Hidroock (3)	immune (1)	inspections (1)
			instances (1)

institutions (1)
instruct (9)
instructed (2)
instructing (5)
instruction (4)
instructions (4)
instructs (1)
intended (3)
intentionally (1)
intentions (1)
interest (8)
interested (2)
interests (1)
interface (1)
Internet (1)
interpret (2)
interpretation (2)
interrupt (3)
interrupted (1)
interruption (1)
interviewed (1)
intimately (1)
introduce (2)
introduced (1)
invade (2)
Invades (2)
invading (3)
invalidation (1)
investigations (2)
invite (1)
invocation (1)
invoke (1)
invoking (1)
involved (20)
involvement (10)
involving (1)
irreversible (2)
IRS (1)
isolating (1)
Israeli (2)
issue (13)
issued (4)
issues (8)
items (2)
its (32)
iv (2)

< J >
Jack (9)

Jake (1)
January (1)
JASON (10)
Jayde (1)
J-a-y-d-e (1)
Jersey (6)
Jimmy (1)
Job (11)
jobs (1)
John (5)
Johnston (3)
joint (3)
judge (4)
judgment (6)
judgments (1)
juggling (3)
July (12)
June (25)
jure (1)
jurisdictions (4)

< K >
Kaufman (1)
keep (8)
keeps (1)
Ken (4)
Kenneth (2)
kenneth.m.misken@us
doj.gov (1)
Kentucky (1)
kind (13)
knew (8)
know (269)
knowledge (50)
knows (6)
Koffroth (3)

< L >
labels (1)
Lack (9)
language (16)
large (1)
lasted (1)
late (3)
LAW (25)
laws (3)
lawsuit (9)
lawyer (20)
lawyers (12)

lay (2)
layer (2)
LBG (1)
lead (2)
leads (1)
learned (1)
leave (1)
leaves (1)
led (2)
left (7)
LEGAL (166)
legally (6)
lender (2)
lenders (2)
length (1)
lengthy (4)
lent (1)
letter (25)
letterhead (4)
letters (6)
letting (4)
Lev (1)
levels (1)
Lexington (1)
LGS (14)
liaison (1)
Liberty (19)
license (4)
licensed (1)
licenses (1)
life (3)
light (1)
Likelihood (2)
likes (1)
limbo (1)
limit (3)
limited (8)
line (7)
lines (3)
link (1)
linked (1)
LinkedIn (5)
Lisa (2)
list (7)
listed (3)
Listen (1)
lists (1)
LITIGATION (34)
little (6)

LLC (3)
L-I-i (1)
LLP (2)
loaded (2)
loan (2)
loaned (2)
loans (1)
local (29)
located (3)
location (2)
lodge (1)
logo (2)
Loli (2)
long (19)
longer (4)
look (38)
looked (2)
looking (19)
looks (9)
loss (1)
lot (20)
Louisiana (1)
love (1)
lower (2)
LPC (1)
LPG (82)
LPG's (16)

< M >
Madam (1)
mail (14)
Main (3)
maintain (1)
maintained (2)
majority (1)
making (5)
man (1)
manage (2)
managed (1)
manages (1)
managing (15)
March (8)
Marder (3)
Maria (1)
mark (1)
marked (1)
marriage (1)
MARSHACK (2)
Marshak (1)

material (3)	month (2)	Number (49)	online (1)
materials (1)	monthly (2)	numbered (2)	open (6)
math (1)	months (36)	numbers (12)	opened (3)
matter (11)	monumental (1)	numerals (1)	opening (1)
matters (7)	morning (6)	numeric (1)	opens (1)
MCDVI (4)	motion (40)	numerous (1)	operate (1)
MDA (3)	motions (1)	< O >	operates (1)
mean (40)	mouth (1)	oath (6)	operating (6)
meaning (3)	move (15)	object (21)	operation (3)
means (3)	moved (1)	objected (1)	operational (2)
meetings (5)	moving (1)	Objection (26)	operations (7)
members (1)	multiple (3)	objectionable (1)	opine (1)
memo (1)	< N >	objections (15)	opinion (5)
memory (1)	name (21)	objects (1)	opinion/conclusion (1)
mental (1)	named (3)	obligated (1)	opportunity (7)
mentally (1)	names (14)	obligating (1)	oppose (1)
mention (3)	nature (8)	obligation (5)	opposed (4)
merely (3)	nearly (1)	obtain (1)	opposition (2)
meritorious (1)	necessary (1)	obtained (1)	order (10)
message (2)	need (41)	obtaining (2)	ordered (1)
messages (1)	needed (4)	obvious (1)	original (6)
messes (1)	needs (5)	obviously (9)	originally (1)
metaphor (1)	negotiate (3)	OCC (3)	originated (3)
metrics (1)	negotiated (6)	occupied (1)	outcome (1)
middle (2)	negotiating (2)	occupy (1)	outline (1)
Mike (1)	negotiation (3)	occurred (2)	outlined (1)
military (4)	negotiations (18)	o'clock (1)	outlining (1)
million (51)	neither (2)	offer (24)	Outlook (1)
millions (1)	network (23)	offering (5)	outmatched (1)
mind (2)	never (8)	offers (1)	outside (15)
mine (2)	New (32)	offhand (1)	overall (1)
minimum (1)	newest (1)	OFFICE (29)	overbid (1)
minute (2)	Ng (1)	officer (8)	overbroad (1)
minutes (9)	Nicholas (3)	officers (5)	overhead (1)
minutiae (1)	night (1)	OFFICES (12)	overlooked (1)
mischaracterizing (1)	NOEL (1)	OFFICIAL (1)	oversee (1)
Miskin (11)	non-fee (2)	officially (1)	overseeing (3)
missed (1)	non-important (1)	off-line (2)	overwhelmingly (1)
missing (1)	non-legal (1)	Oh (2)	overwriting (1)
Misstates (9)	non-performing (1)	Okay (387)	owes (1)
mistake (1)	non-privileged (1)	omnibus (1)	owner (9)
mistaken (1)	North (1)	onboarded (1)	owners (4)
mixed (1)	note (6)	onboarding (1)	ownership (2)
modicum (1)	noted (1)	once (10)	Ozur (1)
modification (2)	notes (2)	one-business (1)	O-z-u-r (1)
modifications (2)	notice (6)	one-on-one (1)	Ozure (1)
moment (8)	Notwithstanding (5)	ones (4)	< P >
Monday (2)	NSF (2)	ongoing (5)	
money (14)			

P.C (15)	perspective (1)	precision (1)	product (4)
p.m (4)	perspectives (1)	precluded (1)	production (1)
Pacific (1)	pertained (2)	preclusion (1)	Professional (8)
PAGE (44)	petition (3)	preexisting (1)	profile (4)
Pages (5)	phenomenal (1)	preface (2)	profit (1)
paid (12)	Phoenix (1)	prefer (2)	progress (1)
Pandy (7)	phone (5)	pre-incorporation (2)	promise (2)
papers (1)	phones (1)	prejudice (1)	promises (1)
paragraph (24)	physically (1)	prep (1)	prompted (1)
paralegal (5)	pick (1)	preparation (3)	promptly (1)
paralegals (6)	picture (4)	prepare (3)	proof (4)
Park (1)	piece (1)	prepared (4)	proper (6)
Part (26)	pieces (3)	prerogative (1)	properly (2)
Partial (7)	Pilot (2)	PRESENT (6)	Properties (3)
participate (3)	pinpoint (2)	presently (1)	property (1)
participating (1)	place (13)	preserve (1)	proposed (10)
particular (19)	plan (1)	President (1)	proposing (3)
Particularly (1)	plant (1)	presumably (1)	proprietary (1)
parties (13)	plate (2)	pretty (3)	prospect (1)
part-time (10)	pleading (2)	prevents (1)	prospective (1)
party (11)	please (37)	previously (6)	protected (3)
pass (1)	plural (1)	price (5)	protecting (1)
passed (1)	plus (8)	pride (1)	protection (6)
passing (3)	PO (1)	primarily (1)	provide (27)
pay (13)	pocket (3)	principal (6)	provided (38)
paying (1)	point (17)	principals (1)	provides (3)
payment (5)	pointed (1)	principle (1)	providing (14)
payments (5)	pointedly (1)	prior (23)	provision (10)
pays (1)	points (2)	priority (1)	prudent (1)
PDF (1)	policies (12)	privacy (5)	PST (2)
penalty (2)	policy (2)	privilege (37)	public (1)
pending (10)	portal (1)	privileged (10)	pull (9)
people (28)	portfolio (2)	privity (1)	pulled (5)
percent (22)	portion (3)	privy (1)	pulling (1)
percentage (8)	position (3)	pro (3)	punched (1)
percentages (3)	positive (1)	probably (24)	purchase (58)
perform (2)	possibility (1)	problem (9)	purchases (2)
performance (1)	possible (7)	problems (2)	purchasing (1)
performed (1)	postdating (1)	procedure (1)	pure (2)
performing (4)	posture (2)	procedures (12)	purport (1)
period (2)	potential (5)	proceed (1)	purporting (1)
periodic (1)	potentially (4)	proceeding (4)	purports (1)
perjury (2)	potted (1)	proceedings (1)	purpose (1)
permit (1)	powerful (1)	process (10)	purposes (1)
permitted (1)	powers (1)	Processing (4)	Pursuant (4)
person (20)	PRACTICE (8)	processor (1)	put (14)
personal (21)	practicing (2)	produce (6)	putting (5)
personally (4)	precedence (1)	produced (8)	
personnel (1)	preceding (2)	producing (1)	
			< Q >

quarreling (1)	redact (2)	repeat (1)	revenue (15)
quarter (1)	redacted (2)	rephrase (5)	review (6)
Queenie (1)	redaction (1)	replace (2)	reviewed (3)
question (123)	REDHUN (104)	report (3)	reviews (1)
questioning (1)	redirected (1)	Reported (6)	Revised (3)
questions (33)	refer (1)	Reporter (11)	RICHARD (6)
quibble (1)	reference (2)	reporting (1)	RICHARDS (233)
quick (1)	referenced (5)	reports (2)	right (57)
quickly (5)	referring (6)	repost (1)	right-hand (3)
quite (3)	refers (1)	represent (10)	rights (1)
< R >	reflect (5)	representation (3)	rise (1)
rainmaker (9)	reflected (2)	representations (4)	Robert (4)
raise (2)	reflects (12)	representative (9)	role (7)
raising (1)	refresh (4)	representatives (1)	roles (1)
raising (1)	refund (18)	represented (3)	Roman (4)
random (2)	refunded (3)	representing (5)	ron@ronaldrichards.c
range (4)	refunds (5)	represents (1)	om (1)
rate (2)	refuse (1)	reputable (1)	RONALD (6)
ratifies (1)	regard (21)	request (6)	ronaldrichards.com
ratifying (1)	regarding (22)	requested (4)	(1)
rating (6)	regardless (2)	requesting (2)	room (3)
reach (1)	Registered (11)	requests (1)	Rosa (2)
reached (1)	registering (2)	required (2)	ROTHSCHILD (4)
reaching (1)	regularly (2)	requires (1)	rough (1)
read (44)	reinvent (1)	resend (1)	RPR (2)
reading (8)	related (24)	reserve (3)	ruin (1)
reads (1)	relates (3)	resolution (7)	rule (2)
ready (4)	relating (5)	resolutions (1)	rules (6)
real (4)	relation (2)	resolve (2)	run (3)
realization (2)	relationship (11)	resolved (11)	running (3)
really (23)	relaying (1)	resources (1)	runs (1)
reason (16)	release (3)	respect (23)	< S >
reasonable (1)	relevance (2)	Respectfully (4)	sale (31)
reasonably (2)	relevant (11)	respond (5)	sales (3)
recall (27)	relgidedly@foxrothschi	responded (1)	samples (1)
receivables (1)	d.com (1)	response (4)	SANTA (3)
receive (1)	reliability (1)	responses (5)	Sara (2)
received (2)	reliable (2)	responsible (4)	sara.johnston@dinsmo
receives (1)	remain (1)	responsive (1)	re.com (1)
receiving (3)	remains (1)	rest (1)	Saturday (1)
recital (1)	remember (9)	restating (1)	sausage (1)
recognize (3)	remind (1)	restroom (2)	save (2)
recognized (2)	remit (1)	result (2)	saw (8)
recollection (8)	remitted (1)	resulted (1)	saying (21)
reconcile (1)	remitting (1)	results (1)	says (51)
record (35)	remotely (2)	resume (1)	scam (1)
records (3)	render (3)	retained (1)	scanned (3)
recovery (1)	repaid (3)	return (1)	scanning (1)
Red (3)	repayment (2)	returned (2)	

scare (1)	share (26)	somebody (19)	State's (3)
scenario (1)	shared (1)	somebody's (1)	stating (2)
scheduling (1)	shareholder (1)	soon (1)	statistical (1)
school (1)	sharing (1)	SOP (1)	statistically (1)
scientific (1)	sheets (1)	SOPs (6)	status (3)
scope (22)	Shen (4)	SOP's (1)	stay (1)
Scott (1)	S-h-e-n (2)	sorry (13)	staying (1)
scratch (1)	Shields (1)	sort (12)	STENOGRAPHER
screen (31)	SHOHL (2)	sorted (1)	(5)
scroll (6)	short (3)	sought (3)	Stenographic (4)
scrolling (2)	Shorthand (3)	sound (2)	Stenographically (1)
se (1)	shot (2)	sounds (5)	step (2)
search (1)	show (6)	source (3)	steps (1)
searching (1)	showed (1)	sources (1)	stick (1)
second (24)	showing (5)	speak (9)	sticking (1)
Secondly (1)	side (1)	speaking (14)	stipulate (4)
seconds (2)	sign (11)	speaks (11)	stipulation (63)
Secretary (2)	signal (1)	specific (14)	stipulations (1)
Section (10)	signature (15)	specifically (4)	stock (1)
see (130)	signatures (1)	specified (3)	stop (9)
seeing (3)	signed (33)	speculate (2)	straw (1)
seeking (2)	signer (1)	speculating (5)	Street (5)
seen (4)	signing (3)	speculation (6)	strengths (1)
segregating (1)	signs (6)	speculative (1)	strike (4)
select (1)	similar (3)	speed (1)	structures (1)
sell (13)	simple (3)	spell (4)	stuff (5)
seller (1)	simply (2)	spend (2)	stupid (2)
selling (1)	Simultaneously (1)	spiraling (1)	stupidity (1)
send (11)	single (4)	spoke (6)	subject (20)
sends (1)	sir (79)	spoken (6)	subjects (1)
senior (6)	site (1)	spot (2)	sublease (2)
sense (6)	sits (1)	spur (1)	submitted (1)
sent (6)	sitting (11)	staff (6)	Subparagraph (1)
sentence (4)	situation (2)	staffing (2)	subpoena (9)
separate (3)	six (5)	stages (2)	Subsections (1)
separately (1)	six-month (1)	staggered (1)	subsequent (4)
served (2)	sizable (3)	Standard (6)	substance (2)
service (20)	size (1)	standby (1)	substantial (5)
services (21)	skip (1)	standing (1)	substantive (1)
servicing (5)	slew (2)	stands (1)	subtenant (1)
serving (1)	slow (1)	start (13)	subtract (1)
set (14)	small (3)	started (10)	sued (3)
sets (1)	smoothly (1)	starters (1)	sufficient (1)
setting (1)	so-called (1)	starting (3)	suggesting (1)
settle (4)	socialize (1)	State (32)	suing (4)
settled (1)	software (2)	stated (1)	suit (1)
settlement (11)	sold (3)	statement (6)	Suite (2)
seven (8)	solo (1)	statements (5)	suits (1)
shape (1)	Soloman (1)	STATES (20)	summarized (1)

summary (2)	testify (34)	transferred (8)	unrepresented (2)
summons (2)	testifying (14)	transferring (1)	UNSECURED (1)
super (1)	testimony (61)	transfers (3)	unsigned (1)
supervise (6)	text (3)	transmission (1)	unusual (1)
supervised (1)	texts (2)	transpiring (1)	unwilling (1)
supplemental (1)	Thank (24)	triage (3)	uploaded (5)
support (4)	thankfully (1)	trick (1)	uploading (1)
supporting (2)	Thanks (1)	triggered (1)	upper (1)
supposed (2)	theoretically (1)	triggers (1)	upset (2)
sure (48)	thereon (1)	Trinh (2)	upside (1)
surprises (1)	thereto (3)	T-r-i-n-h (2)	use (6)
surrounding (1)	thing (12)	trivial (1)	uses (2)
swallow (1)	things (30)	true (5)	usually (1)
swear (1)	think (93)	Trust (2)	utilized (4)
sworn (5)	thinking (1)	TRUSTEE (134)	
system (2)	third (4)	trustees (2)	< V >
	Thomas (1)	trustee's (21)	V2 (1)
< T >	thought (6)	truthful (1)	vacating (1)
tackle (1)	thousands (7)	truthfully (1)	vacation (1)
tagged (1)	three (15)	try (10)	vague (6)
tail (1)	three-hour (1)	trying (24)	VALIDATION (2)
take (30)	throw (3)	turn (3)	valuation (14)
taken (7)	tie (1)	turned (2)	value (11)
talk (8)	tied (2)	tweaked (1)	valued (2)
talked (2)	tight-lipped (1)	two (31)	various (11)
talking (11)	time (80)	type (4)	verbal (1)
Tan (1)	timeline (2)	types (2)	verify (2)
T-a-n (1)	timely (1)	typical (2)	version (1)
Tang (1)	times (6)	Typically (6)	versus (3)
T-a-n-g (1)	today (40)		vetting (1)
tank (1)	today's (5)	< U >	vi (1)
target (2)	told (14)	U.S (1)	video (1)
task (1)	Tony (22)	uh-huh (1)	videoconference (2)
tasked (1)	top (3)	ultimately (2)	videoconferencing (1)
tasks (1)	topic (1)	umbrella (3)	view (4)
tax (1)	total (3)	unable (4)	violating (1)
Team (22)	totaling (1)	unaware (1)	violation (1)
technical (2)	totals (1)	unclear (1)	violations (2)
technological (1)	tough (1)	uncovered (2)	Virtually (2)
telegraphing (1)	touted (1)	underneath (1)	vis-à-vis (1)
telephonic (1)	track (1)	understand (46)	visited (4)
tell (28)	Trade (2)	understanding (22)	voice (3)
telling (5)	training (2)	understood (9)	voluntarily (1)
tens (1)	transaction (17)	unfair (1)	voluntary (1)
tentacles (1)	transactional (1)	unintelligible (2)	volunteered (1)
term (6)	transactions (3)	UNITED (7)	volunteering (1)
terms (26)	transcript (1)	unopened (4)	
test (1)	transfer (3)	unreasonable (2)	< W >
testified (17)	transferees (1)	unrelated (1)	W-2 (3)

wages (1)
wait (3)
waive (5)
waiving (1)
Wall (2)
want (50)
wanted (2)
wants (3)
warrant (2)
waste (1)
watermark (2)
way (30)
ways (1)
weaknesses (1)
Webber (1)
Weber (30)
Weber's (1)
website (21)
websites (2)
week (2)
weekly/monthly (1)
welcome (1)
well (63)
well-prepared (1)
well-resourced (1)
went (9)
we're (32)
Wes (1)
we've (10)
whatsoever (5)
wheel (1)
WHEREOF (1)
wife (1)
wild (1)
wildest (1)
willing (3)
window (2)
wires (1)
withdraw (1)
withdrawing (3)
withheld (2)
withhold (4)
withholding (1)
witness (77)
witnesses (1)
witness's (1)
Wonderful (1)
wondering (1)
word (9)

words (5)
work (37)
worked (2)
worker (1)
working (17)
work-product (10)
work-project (1)
works (5)
worst (2)
writing (4)
written (9)
wrongly (1)

< Y >

yeah (29)
year (11)
years (4)
yelling (1)
York (16)
York's (1)

< Z >

Zoom (8)

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

411 West Fourth Street, Suite 7160, Santa Ana, CA 92701-8000

A true and correct copy of the foregoing document entitled (*specify*):

UNITED STATES TRUSTEE'S OPPOSITION TO NOTICE OF MOTION AND MOTION OF TRUSTEE RICHARD A. MARSHACK FOR ENTRY OF AN ORDER (A) APPROVING SALE, SUBJECT TO OVERBID, OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS PURSUANT TO 11 U.S.C. § 363(b) AND (B) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OTHER AGREEMENTS

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) **July 19, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (date) **July 19, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) **July 17, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 19, 2023
Date

Leslie Skorheim
Print Name

/s/ Leslie Skorheim
Signature

ADDITIONAL SERVICE INFORMATION

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

<u>Name</u>	<u>Capacity</u>	<u>Email Address</u>
Byron Moldo		bmoldo@ecjlaw.com
Ronald Brown	SDCO Tustin Executive Center, Inc.	ron@rkbrownlaw.com
Joon Khang	Debtor's Attorney	joon@khanglaw.com
Ira Kharasch		ikharasch@pszjlaw.com
Olivia Scott	Azzure Capital LLC	olivia.scott3@bclplaw.com
Olivia Scott	Hi Bar Capital LLC	olivia.scott3@bclplaw.com
Sharon Weiss	Azzure Capital LLC	sharon.weiss@bclplaw.com
Daniel Edelman	Carolyn Beech	dedelman@edcombs.com
Eric Bensamochan		eric@eblawfirm.us
Alan Craig Hochheiser	City Capital NY	ahochheiser@mauricewutscher.com
Randall Baldwin Clark		rbc@randallbclark.com
Nicholas Koffroth	Committee of Unsecured Creditors	nkoffroth@foxrothschild.com
Shawn Crhistianson		cmcintire@buchalter.com
Leslie Cohen		leslie@lesliecohenlaw.com
Jeffrey Golden		jgolden@go2.law
D Edward Hays		ehays@marshackhays.com
David Kupetz		David.Kupetz@lockelord.com
Christopher Langley		chris@slclawoffice.com
Daniel Lev		daniel.lev@gmlaw.com
Laila Masud		lmassud@marshackhays.com
Alan Nahmias		anahmias@mbn.law
Victoria Newmark		vnewmark@pszjlaw.com
Ronald Richards		ron@ronaldrichards.com
Gregory Salvato		gsalvato@salvatoboufadel.com
Andrew Still		astill@swlaw.com
Johnny White		JWhite@wrslawyers.com
Richard Golubow	Debt Validation Fund II LLC	rgolubow@wghlawyers.com
Richard Golubow	MC DVI Fund 1, LLC	rgolubow@wghlawyers.com
Richard Golubow	MC DIV Fund 2, LLC	rgolubow@wghlawyers.com
Garrick Hollander		ghollander@wghlawyers.com
Christopher Celentino	Trustee's Special Counsel	christopher.celentino@dinsmore.com
Christopher Ghio		christopher.ghio@dinsmore.com
Yosina Lissebeck		Yosina.Lissebeck@Dinsmore.com
Jonathan Serrano		jonathan.serrano@dinsmore.com
Teri Pham		tpham@epglawyers.com
Michael Lieberman	Phillip A. Greenblatt, PLLC	mlieberman@lipsonneilson.com
Paul Shankman	United Partnerships, LLC	PShankman@fortislaw.com
Kenneth Miskin	UST	Kenneth.M.Miskin@usdoj.gov
Leslie Skorheim	UST	leslie.skorheim@usdoj.gov
Queenie Ng	UST	Queenie.K.Ng@usdoj.gov
Jenny L Doling		jd@jdl.law
Lucy L. Thomson		lucythomson_cpo@earthlink.net

SEE NEF FOR CONFIRMATION OF ELECTRONIC TRANSMISSION TO THE U.S. TRUSTEE AND ANY TRUSTEE IN THIS CASE, AND TO ANY ATTORNEYS WHO RECEIVE SERVICE BY NEF.

2. **SERVED BY U.S. MAIL**

3. **SERVED BY (state method for each person served):**

PERSONAL DELIVERY, FACSIMILE OR EMAIL

Judge's Copy

Honorable Scott C. Clarkson – to be placed in bin on the 5th Floor on 7/20/2023